

DOCUMENTS INCLUDED IN THIS PACKAGE.

- 1. SOLICITATION W911KF-05-R-0018 COMPLETED.**
- 2. COPY OF "ANTHEM" HEALTH INSURANCE CARD, REFERENCE PAGE 34.**
- 3. COPY OF "GEICO" AUTO INSURANCE COVERAGE, REFERENCE PAGE 34.**
- 4. COPY OF VISA BUSINESS CARD "AUTO RENTAL COLLISION DAMAGE WAIVER", REFERENCE PAGE 34.**
- 5. COPY OF "CERTIFICATE OF LIABILITY INSURANCE", REFERENCE PAGE 34.**
- 6. COPY OF "ARTICLES OF ORGANIZATION", REFERENCE PAGE 51, PAGE 71, SIGNATURE AUTHORITY.**

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 70
2. CONTRACT NO.	3. SOLICITATION NO. W911KF-05-R-0018	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 12 Dec 2005	6. REQUISITION/PURCHASE NO. A5200051740347	
7. ISSUED BY DOC-ANNISTON ARMY DEPOT DIRECTORATE OF CONTRACTING 7 FRANKFORD AVENUE ANNISTON AL 36201-4199		CODE W911KF	8. ADDRESS OFFER TO (If other than Item 7) DOC-ANNISTON ARMY DEPOT HEATHER PORTER-ROBINSON 256 235-7530 7 FRANKFORD AVENUE ANNISTON AL 36201		CODE DAAE24 TEL: 256 235-7530 FAX: 256 235-4618
TEL: 256 240 3077 EXT. 2222					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in NA until 1200 PM local time 03 Jan 2006
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME HEATHER PORTER-ROBINSON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 256 235-7530	C. E-MAIL ADDRESS heather.p.robinson@anad.army.mil
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11. TABLE OF CONTENTS

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/ CONTRACT FORM	1 - 5	X I	CONTRACT CLAUSES	33 - 37
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	6 - 14	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	15 - 19	X J	LIST OF ATTACHMENTS	38 - 56
X D	PACKAGING AND MARKING	20	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	21	X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	57 - 64
X F	DELIVERIES OR PERFORMANCE	22			
X G	CONTRACT ADMINISTRATION DATA	23	X L	INSTRS., CONDS., AND NOTICES TO OFFERORS	65 - 69
X H	SPECIAL CONTRACT REQUIREMENTS	24 - 32	X M	EVALUATION FACTORS FOR AWARD	70

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.

15A. NAME AND ADDRESS OF OFFEROR HOWARD ENGINEERING Co. LLC 13572 AVISTA DR. TAMPA, FL. 33624	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) GARY V. HOWARD MANAGING MEMBER
15B. TELEPHONE NO (Include area code) 813-361-6535	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <i>Gary V. Howard</i>	18. OFFER DATE 12/30/2005

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SPECIAL PROVISIONS

SPECIAL PROVISION 1: THIS IS A COMBINATION FIRM-FIXED PRICE AND TIME AND MATERIALS CONTRACT.

SPECIAL PROVISION 2: PREVENTIVE MAINTENANCE ON CLINS 0001, 0004, 0007, 0010, & 0013 IS A FIRM FIXED PRICE.

SPECIAL PROVISION 3: ON-CALL EMERGENCY REPAIRS AND UNSCHEDULED MAINTENANCE ON CLINS 0002, 0005, 0008, 0011, & 0014 WILL BE ON TIME AND MATERIAL BASIS.

A. OFFERS SHALL BE BASED ON DIRECT LABOR HOURS AT SPECIFIED FIXED HOURLY RATES THAT INCLUDE WAGES, INDIRECT COSTS, OVERHEAD, GENERAL AND ADMINISTRATIVE EXPENSES (G & A) AND PROFIT.

B. OUTSIDE PRINCIPAL PERIOD HOURS WILL NOT BE REIMBURSED UNLESS PRIOR APPROVAL OF THE CONTRACTING OFFICER IS OBTAINED. REFERENCE FAR CLAUSE 52.232-7, PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS.

C. MATERIALS: THE PRICE TO BE PAID FOR SUCH MATERIAL (PARTS) SHALL BE BASED ON AN ESTABLISHED CATALOG OR LIST PRICE IN EFFECT WHEN MATERIALS ARE FURNISHED, AND IN NO EVENT SHALL THE PRICE CONTAIN ANY ELEMENT OF PROFIT THAT IS INCLUDED IN THE FIXED HOURLY RATES, NOR SHALL IT EXCEED THIS CONTRACTORS SALES PRICE TO ITS MOST FAVORED CUSTOMER FOR THE SAME ITEM IN LIKE QUANTITY, OR THE CURRENT MARKET PRICE, WHICHEVER IS LOWER. IF AN ESTABLISHED CATALOG OR LIST PRICE DOES NOT EXIST FOR MATERIAL (PARTS), CONTRACTOR SHALL PROVIDE TO THE CONTRACTING OFFICER UPON REQUEST EVIDENCE THAT THE PRICE BEING CHARGED FOR SUCH MATERIAL WAS ARRIVED AT THROUGH A COMPETITIVE PROCESS, AND SHALL SUBMIT AN INVOICE SHOWING EXACT COST OF MATERIAL, WHICH INCLUDES SHIPPING COSTS. ONLY NEW OEM REPAIR PARTS OF COMPONENTS, OR CERTIFIED REPLACEMENTS OF EQUAL QUALITY SHALL BE USED TO REPAIR THE EQUIPMENT. IF REPAIR PARTS ARE NOT AVAILABLE ON-SITE, CONTRACTOR SHALL PROVIDE ALL REPAIR PARTS AND MAINTENANCE SUPPLIES AND INVOICES SEPARATELY TO THE GOVERNMENT. INSTALLATION OF ANY PART, WHICH EXCEEDS \$500.00, SHALL BE APPROVED BY THE CONTRACTING OFFICER, PRIOR TO INSTALLATION. ALL REPLACED PARTS SHALL BECOME PROPERTY OF THE GOVERNMENT.

D. TRAVEL EXPENSES WILL BE DIRECTLY CHARGED TO EACH INDIVIDUAL SERVICE CALL UNDER THIS CONTRACT AND WILL BE BASED ON REASONABLE ACTUAL COSTS INCURRED IN ACCORDANCE WITH PUBLIC LAW (PL) 55-836. TRAVEL EXPENSES SHALL INCLUDE HOURLY TRAVEL RATE PLUS PER DIEM, AIRFARE AND RENTAL VEHICLE.

SPECIAL PROVISION 4: OPTION YEARS: CONTRACTOR SHALL BE NOTIFIED AT LEAST SIXTY (60) CALENDAR DAYS PRIOR TO EXPIRATION DATE OF THE CONTRACT IF THE GOVERNMENT INTENDS TO EXERCISE ITS OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL YEAR. IN THE EVENT THE GOVERNMENT FAILS TO NOTIFY THE CONTRACTOR WITHIN SAID SIXTY (60) CALENDAR DAYS, BUT AT A TIME LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE DOES NOTIFY CONTRACTOR THAT IT INTENDS TO EXERCISE THE OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL YEAR, THE CONTRACTOR WILL HAVE THE RIGHT TO WAIVE THE SIXTY (60) CALENDAR DAYS NOTICE REQUIREMENT AND TO PERFORM UNDER THE OPTION YEAR CONTRACT.

SPECIAL PROVISION 5: PLEASE MAIL ONE (1) COPY OF ITEMIZED INVOICE PER TRIP SHOWING ITEMS BEING BILLED, QUANTITY, AND AMOUNT OF EACH FOR VERIFICATION OF SERVICES RENDERED DIRECTLY TO HEATHER ROBINSON EITHER BY FAX (256) 235-4503 OR EMAIL heather.p.robinson@us.army.mil.

CONTRACTOR SHALL PROVIDE A SERVICE CALL RECORD TO THE CONTRACT SPECIALIST UPON COMPLETION OF PREVENTIVE MAINTENANCE, EMERGENCY REPAIR SERVICES AND ROUTINE REPAIRS. THE RECORD MUST STATE THE CALL NUMBER FOR THE REPAIR, WHICH WILL BE OBTAINED FROM THE CONTRACTING OFFICERS REPRESENTATIVE (COR), DATE OF REPAIR, LABOR COST AND MATERIAL USED.

SPECIAL PROVISION 6: ALL OFFERS ARE TO BE SUBMITTED BY FACSIMILE TO (256) 240-3077 extension 2222 OR BY E-MAIL TO acqnet@anad.army.mil. OFFER NOT RECEIVED IN ITS ENTIRETY BY THE SPECIFIED TIME (HOUR) WILL BE CONSIDERED NON-RESPONSIVE.

SPECIAL PROVISION 7: OFFER MUST BE SUBMITTED ON STANDARD FORM 33. OFFERORS THAT FAIL TO FURNISH REQUIRED REPRESENTATIONS OR INFORMATION, OR REJECTS THE TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL MAY BE EXCLUDED FROM CONSIDERATION.

SPECIAL PROVISION 8: IT IS YOUR RESPONSIBILITY TO FURNISH ALL INFORMATION REQUESTED. WE WILL NOT CONFIRM INFORMATION BY TELEPHONE. IF YOU DO NOT FULLY RESPOND (SUCH AS PRICE, DELIVERY DATE) TO THE REQUEST FOR PROPOSAL, YOU WILL BE DETERMINED NON-RESPONSIVE.

SPECIAL PROVISION 9: VENDOR MUST ACCEPT GOVERNMENT SMART PAY VISA CREDIT CARD OR PROVIDE THEIR ELECTRONIC FUNDS TRANSFER ADDRESS. CONTRACTORS MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION PROGRAM BEFORE AN AWARD WILL BE ISSUED.

COMPLETE THE FOLLOWING INFORMATION:

ACCEPT VISA: _____ YES ☒ NO

IF NO: EFT ADDRESS: 063206663 56 0414 7677

FEDERAL TAX IDENTIFICATION NO.: 20-3414484

DUN & BRADSTREET NUMBER: 610167947

CAGE CODE: 48YD0

CENTRAL CONTRACTOR REGISTRY: ☒ YES _____ NO

FAX #: 208-498-2192

VENDOR POC & PHONE NUMBER: GARY V. HOWARD
813-361-6535
317-796-0564

SPECIAL PROVISION 10: PLEASE REVIEW THE ACCURACY OF YOUR CENTRAL CONTRACTOR REGISTRATION (CCR) INFORMATION. THE DEPARTMENT OF DEFENSE WILL BEGIN USING A NEW REPORTING SYSTEM IN FISCAL YEAR 2005. THE SYSTEM WILL AUTOMATICALLY PULL INFORMATION FROM THE CCR. IT IS IMPERATIVE THAT THE INFORMATION FOR YOUR COMPANY IS

CORRECTLY RECORDED. AWARDING OF A CONTRACT TO A PARTICULAR COMPANY COULD BE IMPACTED BY THE INFORMATION FOUND AT THE CCR.

SPECIAL PROVISION 11: THE OFFICE OF THE ASSISTANT SECRETARY OF THE ARMY (MANPOWER & RESERVE AFFAIRS) OPERATES AND MAINTAINS A SECURE ARMY DATA COLLECTION SITE WHERE THE CONTRACTOR WILL REPORT ALL CONTRACTOR MANPOWER (INCLUDING SUBCONTRACTOR MANPOWER) REQUIRED FOR PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR IS REQUIRED TO COMPLETELY FILL IN ALL THE INFORMATION IN THE FORMAT USING THE FOLLOWING WEB ADDRESS: [HTTPS://CONTRACTORMANPOWER.ARMY.PENTAGON.MIL](https://contractormanpower.army.pentagon.mil) . THE REQUIRED INFORMATION INCLUDES: (1) CONTRACTING OFFICE, CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE; (2) CONTRACT NUMBER INCLUDING TASK AND DELIVERY ORDER NUMBER; (3) BEGINNING AND ENDING DATES COVERED BY REPORTING PERIOD; (4) CONTRACTOR NAME, ADDRESS, PHONE NUMBER, E-MAIL ADDRESS, IDENTITY OF CONTRACTOR EMPLOYEE ENTERING DATA; (5) ESTIMATED DIRECT LABOR HOURS (INCLUDING SUB-CONTRACTORS); (6) ESTIMATED DIRECT LABOR DOLLARS PAID THIS REPORTING PERIOD (INCLUDING SUB-CONTRACTORS); (7) TOTAL PAYMENTS (INCLUDING SUB-CONTRACTORS); (8) PREDOMINANT FEDERAL SERVICE CODE (FSC) REFLECTING SERVICES PROVIDED BY CONTRACTOR (AND SEPARATE PREDOMINANT FSC FOR EACH SUB-CONTRACTOR IF DIFFERENT); (9) ESTIMATED DATA COLLECTION COST; (10) ORGANIZATIONAL TITLE ASSOCIATED WITH THE UNIT IDENTIFICATION CODE (UIC) FOR THE ARMY REQUIRING ACTIVITY (THE ARMY REQUIRING ACTIVITY IS RESPONSIBLE FOR PROVIDING THE CONTRACTOR WITH ITS UIC FOR THE PURPOSES OF REPORTING THIS INFORMATION); (11) LOCATIONS WHERE CONTRACTOR AND SUB-CONTRACTORS PERFORM THE WORK (SPECIFIED BY ZIP CODE IN THE UNITED STATES AND NEAREST CITY, COUNTRY, WHEN IN AN OVERSEAS LOCATION, USING STANDARDIZED NOMENCLATURE PROVIDED ON WEBSITE); (12) PRESENCE OF DEPLOYMENT OR CONTINGENCY CONTRACT LANGUAGE; AND (13) NUMBER OF CONTRACTOR AND SUB-CONTRACTOR EMPLOYEES DEPLOYED IN THEATER THIS REPORT PERIOD (BY COUNTRY). AS PART OF ITS SUBMISSION, THE CONTRACTOR WILL ALSO PROVIDE THE ESTIMATED TOTAL COST (IF ANY) INCURRED TO COMPLY WITH THIS REPORTING REQUIREMENT. REPORTING PERIOD WILL BE THE PERIOD OF PERFORMANCE NOT TO EXCEED 12 MONTHS ENDING SEPTEMBER 30 OF EACH GOVERNMENT FISCAL YEAR AND MUST BE REPORTED BY 31 OCTOBER OF EACH CALENDAR YEAR. CONTRACTORS MAY USE A DIRECT XML DATA TRANSFER TO THE DATABASE SERVER OR FILL IN THE FIELDS ON THE WEBSITE. THE XML DIRECT TRANSFER IS A FORMAT FOR TRANSFERRING FILES FROM A CONTRACTOR'S SYSTEMS TO THE SECURE WEB SITE WITHOUT THE NEED FOR SEPARATE DATA ENTRIES FOR EACH REQUIREMENT DATA ELEMENT AT THE WEB SITE. THE SPECIFIC FORMATS FOR THE XML DIRECT TRANSFER MAY BE DOWNLOADED FROM THE WEB SITE.

SPECIAL PROVISION 12: THE FEDERAL GOVERNMENT IS REQUIRED BY LAW TO PURCHASE PRODUCTS AND PRACTICES THAT PROMOTE RECYCLING AND OTHER ENVIRONMENTALLY FRIENDLY PRACTICES. CONSEQUENTLY, USE OF ITEMS CONTAINING RECOVERED MATERIALS IS REQUIRED AS PART OF THE PERFORMANCE OF THIS CONTRACT. SPECIFICALLY, THE ENVIRONMENTAL PROTECTION AGENCY (EPA) HAS ISSUED MINIMUM RECOVERED MATERIALS CONTENT LEVELS FOR THE

PRODUCTS IN THE ATTACHED LIST OF DESIGNATED RECOVERED MATERIALS CONTENT PRODUCTS. THE CONTRACTOR SHALL OBTAIN INFORMATION ON RECOVERED MATERIAL CONTENT LEVELS USED IN PERFORMANCE OF THIS CONTRACT FROM THE VENDOR OR MANUFACTURER. EXCEPT AS SPECIFICALLY WAIVED IN WRITING, FOR REASONS OF PRICE, PERFORMANCE OR AVAILABILITY, ANY PRODUCTS IN THE ATTACHED LIST PROVIDED BY THE CONTRACTOR AS PART OF THE PERFORMANCE OF THE CONTRACT MUST MEET THE MINIMUM PERCENTAGE LEVELS OF RECOVERED MATERIALS.

THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT ALL SUB-CONTRACTORS COMPLY WITH THIS ORDER. THE CONTRACTOR SHALL SUBMIT THE ATTACHED "CONTRACTOR REQUEST FOR WAIVER FOR NON-EPA COMPREHENSIVE GUIDELINE ITEMS" AS WRITTEN DOCUMENTATION TO SUPPORT THE DECISION NOT TO ACQUIRE ITEMS MEETING THE MINIMUM CONTENT LEVELS, BASED ON ONE OF THE THREE JUSTIFICATIONS BELOW:

- A. THE PRODUCT IS NOT AVAILABLE FROM A SUFFICIENT NUMBER OF SOURCES TO MAINTAIN A SUFFICIENT LEVEL OF COMPETITION (I. E., AVAILABLE FROM TWO OR MORE SOURCES) OR IS NOT AVAILABLE AT A REASONABLE PRICE.
- B. THE PRODUCT IS NOT AVAILABLE WITHIN A REASONABLE PERIOD OF TIME.
- C. THE PRODUCT DOES NOT MEET THE PERFORMANCE STANDARDS IN APPLICABLE SPECIFICATIONS OR FAILS TO MEET REASONABLE PERFORMANCE STANDARDS OF THE AGENCY.

SEE FAR CLAUSES 52.223-4 AND 52.223-9 FOR FURTHER GUIDANCE.

SPECIAL PROVISION 12: SEE BID QUOTE ATTACHMENT FOR FURNACE UNITS. FILL IN BASE YEAR, 1ST OPTION YEAR, 2ND OPTION YEAR, 3RD OPTION YEAR, AND 4TH OPTION YEAR CONTRACT PRICES FOR EACH FURNACE UNIT AND TOTAL PRICE PER YEAR.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PREVENTIVE MAINTENANCE FFP The contractor shall provide all tools, labor, equipment & parts to perform two (2) preventive maintenance (performed in January and July of each year) for Government Owned Furnice Units (IAW) In Accordance with Statement of Work located in Section C: Including, calibration & preventive maintenance checks for the equipment listed in the schedule. Base Year Period - from date of award to 12 months after contract award. FOB: Destination NSN: 9999 00 X46 3567 PURCHASE REQUEST NUMBER: A5200051740347	1	Lump Sum		

NET AMT

\$29,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ON-CALL EMERGENCY REPAIR T&M On-Call Emergency Repairs for Government Owned Furnice Units at Anniston Army Depot in Accordance with the Statement of Work located in Section C. Not to exceed price and will be decided at time of award. Base Year Period - from date of award to 12 months after contract award. Principal period of maintenance, Monday - Friday \$ <u>80</u> per hour Outside Principal period, Monday - Friday \$ <u>120</u> per hour Materials (Parts) In Accordance With Para 5, of SOW. Travel Expenses should include hourly travel rate plus per diem, airfare and rental vehicle. In accordance with Special Provision 3d. FOB: Destination NSN: 9999 00 X46 3567	1	Lump Sum		

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	MANPOWER REPORTING FFP Contractor shall report all contractor manpower (including subcontractor manpower) required for performance of this contract in strict accordance with the guidance. See Special Provision 11 for more information. Base Year Period - from date of award to 12 months after contract award. FOB: Destination	1	Lump Sum		

NET AMT

\$1000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum		
OPTION	PREVENTIVE MAINTENANCE FFP The contractor shall provide all tools, labor, equipment & parts to perform two (2) preventive maintenance (performed in January and July of each year) for Government Owned Furnice Units (IAW) In Accordance with Statement of Work located in Section C: Including, calibration & preventive maintenance checks for the equipment listed in the schedule. 1st Option Year Period - 12 months continued after Base Year Period. FOB: Destination NSN: 9999 00 X46 3567				

NET AMT

\$29,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum		
OPTION	<p>ON-CALL EMERGENCY REPAIR</p> <p>T&M</p> <p>On-Call Emergency Repairs for Government Owned Furnice Units at Anniston Army Depot in Accordance with the Statement of Work located in Section C. Not to exceed price and will be decided at time of award. 1st Option Year Period - 12 months continued after Base Year Period.</p> <p>Principal period of maintenance, Monday - Friday</p> <p>\$ <u>80</u> per hour</p> <p>Outside Principal period, Monday - Friday</p> <p>\$ <u>120</u> per hour</p> <p>Materials (Parts) In Accordance With Para 5, of SOW.</p> <p>Travel Expenses should include hourly travel rate plus per diem, airfare and rental vehicle. In accordance with Special Provision 3d.</p> <p>FOB: Destination</p> <p>NSN: 9999 00 X46 3567</p>				

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lump Sum		
OPTION	<p>MANPOWER REPORTING</p> <p>FFP</p> <p>Contractor shall report all contractor manpower (including subcontractor manpower) required for performance of this contract in strict accordance with the guidance. See Special Provision 11 for more information. 1st Option Year Period - 12 months continued after Base Year Period.</p> <p>FOB: Destination</p>				

NET AMT

\$1000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lump Sum		
OPTION	PREVENTIVE MAINTENANCE FFP The contractor shall provide all tools, labor, equipment & parts to perform two (2) preventive maintenance (performed in January and July of each year) for Government Owned Furnice Units (IAW) In Accordance with Statement of Work located in Section C: Including, calibration & preventive maintenance checks for the equipment listed in the schedule. 2nd Option Year Period - 12 months continued after 1st Option Year Period. FOB: Destination NSN: 9999 00 X46 3567				

NET AMT

\$ 29,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lump Sum		
OPTION	ON-CALL EMERGENCY REPAIR				
	T&M				
	On-Call Emergency Repairs for Government Owned Furnice Units at Anniston Army Depot in Accordance with the Statement of Work located in Section C. Not to exceed price and will be decided at time of award. 2nd Option Year Period - 12 months continued after 1st Option Year Period.				
	Principal period of maintenance, Monday - Friday				
	\$ <u>80</u> per hour				
	Outside Principal period, Monday - Friday				
	\$ <u>120</u> per hour				
	Materials (Parts) In Accordance With Para 5, of SOW.				
	Travel Expenses should include hourly travel rate plus per diem, airfare and rental vehicle. In accordance with Special Provision 3d.				
	FOB: Destination				
	NSN: 9999 00 X46 3567				

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lump Sum		
OPTION	MANPOWER REPORTING				
	FFP				
	Contractor shall report all contractor manpower (including subcontractor manpower) required for performance of this contract in strict accordance with the guidance. See Special Provision 11 for more information. 2nd Option Year Period - 12 months continued after 1st Option Year Period.				
	FOB: Destination				

NET AMT

\$ 1000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum		
OPTION	PREVENTIVE MAINTENANCE FFP The contractor shall provide all tools, labor, equipment & parts to perform two (2) preventive maintenance (performed in January and July of each year) for Government Owned Furnice Units (IAW) In Accordance with Statement of Work located in Section C: Including, calibration & preventive maintenance checks for the equipment listed in the schedule. 3rd Option Year Period - 12 months continued after 2nd Option Year Period. FOB: Destination NSN: 9999 00 X46 3567				

NET AMT

29,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lump Sum		
OPTION	<p>ON-CALL EMERGENCY REPAIR</p> <p>T&M</p> <p>On-Call Emergency Repairs for Government Owned Furnice Units at Anniston Army Depot in Accordance with the Statement of Work located in Section C. Not to exceed price and will be decided at time of award. 3rd Option Year Period - 12 months continued after 2nd Option Year Period.</p> <p>Principal period of maintenance, Monday - Friday</p> <p>\$ <u>80</u> per hour</p> <p>Outside Principal period, Monday - Friday</p> <p>\$ <u>120</u> per hour</p> <p>Materials (Parts) In Accordance With Para 5, of SOW.</p> <p>Travel Expenses should include hourly travel rate plus per diem, airfare and rental vehicle. In accordance with Special Provision 3d.</p> <p>FOB: Destination</p> <p>NSN: 9999 00 X46 3567</p>				

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Lump Sum		
OPTION	<p>MANPOWER REPORTING</p> <p>FFP</p> <p>Contractor shall report all contractor manpower (including subcontractor manpower) required for performance of this contract in strict accordance with the guidance. See Special Provision 11 for more information. 3rd Option Year Period - 12 months continued after 2nd Option Year Period.</p> <p>FOB: Destination</p>				

NET AMT

\$ 1000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lump Sum		
OPTION	PREVENTIVE MAINTENANCE FFP The contractor shall provide all tools, labor, equipment & parts to perform two (2) preventive maintenance (performed in January and July of each year) for Government Owned Furnice Units (IAW) In Accordance with Statement of Work located in Section C: Including, calibration & preventive maintenance checks for the equipment listed in the schedule. 4th Option Year Period - 12 months continued after 3rd Option Year Period. FOB: Destination NSN: 9999 00 X46 3567				

NET AMT

\$ 32,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lump Sum		
OPTION	<p>ON-CALL EMERGENCY REPAIR</p> <p>T&M</p> <p>On-Call Emergency Repairs for Government Owned Furnice Units at Anniston Army Depot in Accordance with the Statement of Work located in Section C. Not to exceed price and will be decided at time of award. 4th Option Year Period - 12 months continued after 3rd Option Year Period.</p> <p>Principal period of maintenance, Monday - Friday</p> <p>\$ <u>80</u> per hour</p> <p>Outside Principal period, Monday - Friday</p> <p>\$ <u>120</u> per hour</p> <p>Materials (Parts) In Accordance With Para 5, of SOW.</p> <p>Travel Expenses should include hourly travel rate plus per diem, airfare and rental vehicle. In accordance with Special Provision 3d.</p> <p>FOB: Destination</p> <p>NSN: 9999 00 X46 3567</p>				

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Lump Sum		
OPTION	<p>MANPOWER REPORTING</p> <p>FFP</p> <p>Contractor shall report all contractor manpower (including subcontractor manpower) required for performance of this contract in strict accordance with the guidance. See Special Provision 11 for more information. 4th Option Year Period - 12 months continued after 3rd Option Year Period.</p> <p>FOB: Destination</p>				

NET AMT

\$1000.00

Section C - Descriptions and Specifications

STATEMENT OF WORK

1. **OBJECTIVES:** Provide preventive maintenance (PM), hot and cold inspections, temperature uniformity surveys, system accuracy test (i.e. instrument/thermocouple combination), calibration documentation and unlimited emergency repair for the Government Owned Furnace Units. Any instrumentation, PLC and or programming associated with the functioning of the equipment shall be considered part of the equipment and included in the contracted services described herein. On call emergency services shall be effective upon contract award. Hot and cold inspections and uniformity surveys shall be performed in July and January of each year. This equipment is located at Anniston Army Depot, Anniston, AL. 36201-4119.

2.0 **REQUIREMENTS:** Contractor shall provide all resources necessary for hot and cold inspections, system accuracy test and temperature surveys for the Furnace Units including labor, transportation, tools, schematics, diagnostic equipment, and documents, certifications and any other necessities to ensure 100% effective performance of the equipment. Contractor will provide documentation and certifications of compliance. Personnel that are trained to operate, service, and maintain the Furnace Units shall perform these inspections Services for the Units shall be performed as follows:

A. AFC INTEGRAL QUENCH BATCH FURNACE (S/N 6988) & LINDBERG INTEGRAL QUENCH FURNACE

Provide PM in accordance with manufacture recommended practices, and items listed below:

Cold Inspection:

Internal: Consist of checking the refractory, tubs, hearth, roller rails, rear handler head, chains, high heat chamber, and the top cool.

External:

Check and align all flanges and bearings for gasket and bolt torque; check cooling jackets for proper water flow; check for atmosphere leaks and or hot spots; check fluid levels in rear handler reducer and fill if necessary; check and adjust all motors for proper rotation.

Safety Checks:

Consist of performing the following checks, inspections and alignments: combustion air blower interlocks: circulating fan interlock: operation of high limits: operation of 1000 degrees and 1400 degrees contacts: operation of low and high gas switches: low and high air flow switches: operation of the door limits: emergency nitrogen flow: flame screen: ignition transformers and spark ignites: operation of the flame relays: leak test gas train: proper operation of all warning devices and signals.

Hot Inspections:

Check and adjust all burners for proper air/gas ratio: check atmosphere for correct gas flow: check sight drains and gauges for proper water flow and temperature: check pilot or spark plug for proper ignition: check and adjust drive belts and chains for smooth operation: check bearing for excessive temperature and noise: check and adjust the up and down speeds of the Batch Furnace door and elevator.

Temperature Uniformity Test:

Temperature surveys shall be performed IAW AMS 2750 C, "Pyrometry", in an atmosphere at the following increments: 1450 degrees, 1650 degrees, and 1750 degrees. Numerical printouts shall be provided at five (5) minute increments for a total of thirty (30) minutes at each set point. Upon completion of all checks and temperature test, the contractor shall provide copies of all records for motor amperages, air and gas pressure settings, and pressure drops across all orifice plates to Government's point of contact.

System Accuracy Test IAW AMS 2750C is also required.

B. AFC BATCH TEMPERING FURNACE (S/N 6989)

Provide PM in accordance with manufacture recommended practices, and items listed below.

Cold inspection safety checks shall consist of checking the re-circulating fan interlocks, operation of all warning devices and signals, operation of the high limits, and checking and adjusting the up and down door speeds.

Hot inspection safety check shall consist of inspecting the burners for proper operation: check and adjust the draw furnace fans and drivers: check casting for hot spots: and inspect the temperature controls and high limit instruments for proper operation.

Temperature Uniformity check shall be performed IAW AMS 2750C. "Pyrometry", at the following increments: 400 degrees, 800 degrees, and 1200 degrees. At each set point, numerical temperature values of the control thermocouple shall be provided. A numerical print out shall be provided at five (5) minute intervals for a total of thirty (30) minutes at each set- point. System Accuracy Test IAW AMS 2750C is also required.

C. LUCIFER INTEGRAL QUENCH FURNACE (S/N 5706)

Provide PM in accordance with manufacture recommended practices, and items listed below.

Temperature Uniformity check shall be performed IAW AMS 2750C. "Pyrometry", at the following increments: 1400 degrees, 1700 degrees, and 2000 degrees. At each set point, numerical temperature values of the control thermocouple shall be provided. A numerical print out shall be provided at five (5) minute intervals for a total of thirty (30) minutes at each set- point. System Accuracy Test IAW AMS 2750C is also required.

D. PRECISION TEMPERING FURNACE (S/N 9312)

Provide PM in accordance with manufacture recommended practices, and items listed below.

Temperature Uniformity check shall be performed IAW AMS 2750C. "Pyrometry", at the following increments: 400 degrees, 700 degrees, and 1000 degrees. At each set point, numerical temperature values of the control thermocouple shall be provided. A numerical print out shall be provided at five (5) minute intervals for a total of thirty (30) minutes at each set- point. System Accuracy Test IAW AMS 2750C is also required.

E. HEAVY DUTY ELECTRIC COMPANY Small Tempering Furnace (S/N 55819)

Provide PM in accordance with manufacture recommended practices, and items listed below.

Temperature Uniformity check shall be performed IAW AMS 2750C. "Pyrometry", at the following increments: 400 degrees, 800 degrees, and 1200 degrees. At each set point, numerical temperature values of the control thermocouple shall be provided. A numerical print out shall be provided at five (5) minute intervals for a total of thirty (30) minutes at each set- point. System Accuracy Test IAW AMS 2750C is also required.

F. GERREF STRESS RELIEVING FURNACE (S/N 8783)

Provide PM in accordance with manufacture recommended practices, and items listed below.

Temperature Uniformity check shall be performed IAW AMS 2750 C. "Pyrometry", at the following increments: 400 degrees, 800 degrees, and 1250 degrees. At each set point, numerical temperature values of the control thermocouple shall be provided. A numerical print out shall be provided at five (5) minute intervals for a total of thirty (30) minutes at each set- point. System Accuracy Test IAW AMS 2750C is also required.

G. ABAR IPSEN VACUUM FURNACE Model HR66X60 (S/N BM-1344)

Provide PM in accordance with manufacture recommended practices, and items listed below.

Provide necessary repair parts and labor to perform unlimited emergency repair, temperature surveys and system accuracy tests (i.e., instrument/thermocouple combination) Temperature Uniformity check shall be performed IAW AMS 2750C. "Pyrometry", at the following increments: 1200 degrees, 1800 degrees, and 2200 degrees. At each set point, numerical temperature values of the control thermocouple shall be provided. A numerical print out shall be provided at five (5) minute intervals for a total of thirty (30) minutes at each set- point. System Accuracy Test IAW AMS 2750 is also required.

H. ABAR IPSEN VACUUM FURNACE Model H5448-2BAR-1815 (S/N 1815)

Provide PM in accordance with manufacture recommended practices, and items listed below.

Provide necessary repair parts and labor to perform unlimited emergency repair, temperature surveys and system accuracy tests (i.e., instrument/thermocouple combination) Temperature Uniformity check shall be performed IAW AMS 2750C. "Pyrometry", at the following increments: 1200 degrees, 1800 degrees, and 2200 degrees. At each set point, numerical temperature values of the control thermocouple shall be provided. A numerical print out shall be provided at five (5) minute intervals for a total of thirty (30) minutes at each set- point. System Accuracy Test IAW AMS 2750 is also required.

2.1 All services shall be performed by competent technicians that are experienced and trained to operate, maintain, and service the equipment in accordance with the original equipment manufacturer's (OEM) procedures or guidelines.

3. **PRINCIPAL PERIOD OF MATNTENANCE (PPM)**: PPM shall consist of 9-1/2 hours on weekdays, Monday- Thursday, 0700 AM thru 1630 PM; and 8-1/2 hours on every other Friday, 0700 AM thru 1530 PM. No hours on Saturday, Sunday, or Holidays.

4. 0 **EMERGENCY REPAIR SERVICES**: The contractor shall be able to provide high priority emergency repair for the Furnace Units listed in this order. Equipment repairs shall be performed during the PPM and shall consist of all work necessary to restore the equipment to 100% operation levels. Personnel that are highly trained, experienced, and knowledgeable in all phases of repair, service and operations of all furnaces listed in the attached, shall perform on-site emergency repairs. Emergency repairs shall be provided on a high priority basis and shall consist of repairs that are necessary to restore the equipment including cleaning, lubricating, inspection worn or damaged parts (replace if necessary), and performing equipment self test procedures and operational checks.

4.1 On-site repairs shall be performed by Contractor personnel having the expertise and hands-on experience in all phases of repair, service, and operations of the equipment listed on the Schedule. The Contractor shall provide all travel, tools, materials, repair parts, labor, and any other necessities to diagnosis and correct equipment malfunctions. Upon completion of repairs, service technicians shall run equipment self test procedures and or operational checks to ensure equipment is operational and ready for use.

4.2 All emergency repairs shall be coordinated and approved by the Contracting Officer with the aid of the Contracting Representative (COR). All quoted prices shall be consistent with the Contractor's prices in effect at time of services.

5. **REPAIR PARTS**: Only new OEM repair parts or certified replacements of equal or better quality shall be used in repairing the equipment. All replaced parts shall become property of the Government and may be furnished on an exchange basis at the Government's option. The price to be paid for repair parts shall be based on an established catalog or list price in effect when materials are furnished. Approval and invoicing of parts shall be handled through the Contracting Officer with the aid of the COR.

6. **PREVENTATIVE MAINTENANCE (PM)**: The Contractor shall perform PM on each piece of equipment listed in the Schedule. The preventative maintenance shall be performed in accordance with the original equipment manufacturer's (OEM) procedures or guidelines and in accordance with AMS 2750C. The Contractor shall perform all tasks to properly maintain and service this equipment to keep it functioning properly and provide the maximum performance and life of the equipment. Each PM shall include but not be limited to the requirements listed in paragraph 2. A- H:

7. **CALIBRATION SERVICES:** The Contractor shall calibrate and provide documentation in accordance with the appropriate AMS 2750C standards for each piece of equipment listed in the Schedule as in paragraph 2.0. The calibration cycle for all of the equipment shall be a six-month interval and must be performed in conjunction with a preventive maintenance visit as scheduled by the contracting officer. All equipment used to perform calibration must be certified with standards that are traceable to the National Bureau of Standards. A calibration sticker shall be applied to each item that is calibrated. As a minimum, the sticker shall include the date of calibration, due date for the next calibration, and the signature of the certifier. Upon completion of services, the Contractor must provide the Government a Certificate of Compliance or Calibration Certificate for each piece of equipment listed in the Schedule.

8. **INCENTIVES AND DECREMENTS:**

8.1 ANAD shall maintain the right to review the PM, Calibration, Repair, and effectiveness of support services performed by the Contractor for this contract for conformance, quality and thoroughness.

8.2 If the contractor meets or exceeds all criteria in this specification and Anniston Army Depot continues to have this mission, the option year will be exercised and a good past performance reference will be documented in the contract file.

8.3 If the contractor does not meet all criteria in the specification the Contractor will be notified and allowed to correct the discrepancy. A discrepancy will be noted in the contract file with the resolution.

8.4 The Contractor shall make every effort to make all repairs during the scheduled principal period of maintenance (PPM). There shall be no charges to the Government for additional services required within a 30 calendar days after a PM unless scheduled through the Contracting Officer Representative (COR) and approved by the CO during the PM.

8.5 The contractor must be on-site within twenty-four hours (24) hours after notification that services are needed. No machine shall remain inoperative due to a malfunction through no fault or negligence of the Government for a total of ten (10) calendar days or more. Downtime for each incident shall start from the time the Government notifies the Contractor's designated representative at a prearranged contact point until the Contractor returns the equipment into good operating condition. The contractor will issue a credit to the Government for any equipment that has not been repaired within ten calendar days from the time the Government first attempts to notify the Contractor. The maintenance credit rate is equal to 10% the per incident repair charge for the equipment that remains inoperative. The Government has the option to waive this charge for major repairs that are prescheduled and / or are of no fault of the Contractor.

8.6 The Contractor shall make every effort to thoroughly repair the equipment. There shall be no charge to the Government for the same repair within 90 calendar days after the repair is made.

9. **SCHEDULED SERVICES:** The Contractor shall be responsible for notifying the Contracting Officer at ANAD when a calibration is due so the service can be scheduled and performed in time to ensure the equipment is always in compliance.

10. **ENVIRONMENTAL:** The contractor will comply with all of the Environmental Protection Agency Laws and Regulations. Disposal of all wastes will be done by the proper method to comply with such laws and regulations. The Contractor shall not use any Ozone depleting substances (ODS).

11. **TECHNICAL/CONTRACT LIAISON:** The COR will be responsible for surveying all services and providing technical assistance to the Contractor. Communications or correspondence of contract matters including invoicing shall be between the Contractor and the Contracting Officer, AMSTA-AN-DOC (Bldg. 221), 7 Frankford Avenue, Anniston Army Depot, Anniston, AL 36201-4199.

12. **MANPOWER REPORTING REQUIREMENTS:**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct

labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this report period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each requirement data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

SCHEDULE

EQUIPMENT

<u>Quantity</u>	<u>Item</u>
1	AFC INTEGRAL QUENCH BATCH FURNACE (S/N 6988) Located in Building-108
1	AFC BATCH TEMPERING FURANCE (6989) Located in Building-108
1	LUCIFER INTEGRAL QUENCH FURNACE (S/N5706) Located in Building-108
1	PRECISION TEMPERING FURNACE (S/N 9312) Located in Building-108
1	HEAVY DUTY ELECTRIC COMPANY Small Tempering Furnace (S/N 55819) Located in Building-108
1	GERREF STRESS RELIEVING FURNACE (S/N 8783) Located in Building-108
1	Abar Ipsen Vacuum Furnace Model HR 66X60 (S/N BM-1344) Located in Building-128
1	Abar Ipsen Vacuum Furnace Model H5448-2BAR-1815 (S/N 1815) Located in Building-128
1	LINDBERG INTEGRAL QUENCH FURNACE (NEW) being installed in Building 108

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

52.246-4001 PACKAGING (OCT 1993)

In accordance with ASTM Designation D 3951-90, Standard Practice for Commercial Packaging, material covered by this contract will be acceptable with supplier's "off-the-shelf" or "over-the-counter" packaging providing:

- (1) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (2) Preservation: Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (3) Cushioning: Items requiring protection from physical and mechanical damage or which are fragile in nature shall be protected by wrapping, cushioning, pack compartmentization, cartonizing, or other means to mitigate shock and vibration during handling and shipment.
- (4) The quantity per unit pack shall be the same as that used in commercial distribution or over-the-counter retail sales.
- (5) The individual items not unit-packed may either be packed in shipping containers or shall comply with the regulations of the carrier used.
- (6) The exterior (shipping) containers shall contain a packing list or other documentation setting forth contents and shall be addressed as specified in the "Ship To" portion of this order.
- (7) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, and waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination.

CLAUSES INCORPORATED BY FULL TEXT

52.246-4002 MARKING

Unless otherwise specified, exterior packs shall, as a minimum, be marked as follows by any means that provides legibility and durability:

- a. National Stock Number (NSN), Management Control Number (MCN), or Part Number.
- b. Noun.
- c. Quantity, unit, and unit of issue.
- d. Contract, Purchase Order, or Delivery Order number.
- e. _____ This is a Property Book Item.

If e. above is checked, add to marking on packing list. Receiving: Notify Property Book Office at Ext. 6270.

NOTE: When a discount is offered to the Government as consideration for expediting payment, request the face of the packing slip and invoice be annotated "DISCOUNT OFFERED."

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$95.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.000-4055 NOTICE OF CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this Contract, the administration of the Contract will require maximum coordination between the Government and the Contractor. Upon award of a Contract, the Contracting Officer will appoint a Contracting Officer's Representative as his point of contact.

(a) Contracting Officer's Representative

A COR will be appointed by the Contracting Officer to monitor the Contract for technical compliance and to assist with Contract Administration. The precise responsibility and authority of the COR will be explained in his letter of appointment. The Contractor will be provided a copy of the COR appointment letter.

(b) Contracting Officer

The Contracting Officer is responsible for and will manage all Contract Administration. Accordingly, all communication pertaining to Contract Administration shall be addressed to the Contracting Officer.

52.214-4300 CONTRACT ADMINISTRATION (OCT 1993)

Contract administration is retained by the Directorate of Contracting as field contract administration functions are not required. For contract administration or information, contact the administrative office (Standard Form 33, Block 24; Standard Form 26, Block 6; or Standard Form 1449, Block 16).

52.232-4305 PAYMENT AND SUBMISSION OF INVOICE

In consideration of satisfactory performance of the services rendered under this contract, payment will be made to the contractor at the end of each month or as soon thereafter as practical upon submission of Contractor's invoice. Submit the invoice to Anniston Army Depot using email to the contract specialist or fax your invoice to our fax modem at telephone number 256 240-3077 extension 2222. Contact the contract specialist for their email address. To send by fax, dial the fax number and then press the "pause" or "pause/redial" button and then our "2222" extension.

(End of clause) Updated May 2005

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4000 DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

(End of clause)

52.0000-4404 IDENTIFICATION OF CONTRACTOR EMPLOYEES

This requirement is only applicable to the Contractor when the Contractor has employees working on the Anniston Army Depot.

1. All contractors are responsible for obtaining/returning identification badges and/or vehicle decals required for the term of the contract or release of employee (see paragraph 2 on release of Contractor employee). See Local Rules and Regulations clause. All Contractor employees meeting with Government employees or attending meetings at Anniston Army Depot (ANAD) shall, at the beginning of the meeting, announce to all other attendees that they are Contractor employees, employed by (Name of Contractor/address), and the name of all other companies or individuals that currently employ them or that the Contractor employee currently represents. In addition, Contractor employees shall wear visible insignia that readily displays their company's name. This may be in the form of a hat or clothing bearing a company logo, a badge, etc. Also, all Contractor employees must identify themselves as Contractor employees when answering Government telephones, working in situations where their actions could be construed as official Government acts, and include the company's name in his or her email display.

(a) If the Contractor requires computer access for completion of the contract, Contractor shall provide a written request to Directorate of Contracting; the COR will provide the Security Investigation Information or Letter of Clearance to the Personnel Security Office, Security Management Office, ten (10) days prior to the requirement for computer access. If Contractor employees depart Anniston Army Depot **prior to completion of contract**, written notice must be made to Directorate of Contracting and Directorate of Information Management. At the completion of the contract, written notice must be given to Directorate of Contracting AND Directorate of Information Management before final payment will be made.

(b) Contractor must provide written notice to Directorate of Contracting AND Directorate of Law Enforcement when Contractor employees are terminated **before completion of contract**. Written notice shall be provided to the Directorate of Contracting and Directorate of Law Enforcement (DLE) by the Contractor when the contract is complete.

2. Badges and vehicle decals should be returned when they expire at the end of the contract or upon employee termination, whichever comes first. When the contract number under which the badge was obtained is completed (date of last delivery or performance of last service), including any exercise of an option pursuant to the terms of the contract, the Contractor shall return the badges for all employees and vehicle decals to the DLE and obtain a receipt for each within three (3) business days after ending date of contract. Contractor shall provide written notice to Directorate of Contracting, Directorate of Information Management (when access to Government computers

required), DLE, and Security Management Office when Contractor employees are terminated before the completion of the contract.

3. Failure to comply with the requirement in Paragraph 2 will be grounds for withholding any funds due the Contractor until badges are returned or paid for, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to Contractor past performance in connection with award of future contracts to the firm.

4. If the Contractor obtains a new or follow-on contract for work at ANAD, Contractor shall obtain new badges for each employee indicating on the request the new or follow-on contract number and comply with the above. This paragraph does not apply under options.

5. Non-Disclosure Agreement: If access to nonpublic information is required, the Contractor and each Contractor employee working on ANAD shall sign a non-disclosure statement on their company's letterhead prior to commencing work under the contract or obtaining the badges required by Paragraph 1 above. There will be one non-disclosure statement for each employee. The non-disclosure statement shall be worded as stated in Paragraph 7 below.

6. The COR/Government POC shall coordinate the Contractor's badging process (schedule appointments with DLE, etc.). The Contractor shall furnish (before initiating work under the contract) two copies of the non-disclosure statement for each Contractor employee to the COR/Government POC. The COR/Government POC shall maintain one copy and provide one copy to the Administrative Contracting Officer for inclusion in the official contract file.

7. Before any non-government employee can be given access to nonpublic information covered by the non-disclosure agreement, there must be a written agreement between the recipient Contractor and the owner of the proprietary information. A copy of this agreement must be made a part of the contract file.

Format for
CERTIFICATE OF NON-DISCLOSURE

I, GARY V. HOWARD, an employee, authorized representative, and agent of HOWARD ENGINEERING CO. LLC, a contractor (hereinafter RECIPIENT) providing support services to Anniston Army Depot (hereinafter ANAD), and likely to have access to nonpublic information under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to ANAD under contract; and

WHEREAS it is the intention of ANAD to protect and prevent access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and

WHEREAS ANAD acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and

WHEREAS RECIPIENT may be given or otherwise have access to nonpublic information while providing such services; and

WHEREAS "nonpublic information" includes such information as proprietary information (e.g., information submitted by a contractor marked as proprietary), information marked as having restrictions on its use (e.g., data having "limited rights," "restricted rights" or "Government purpose license rights" legends), information having Distribution Statements thereon per DoDD 5230.24, advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the

Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by ANAD under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this CERTIFICATE will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT/AGENT:

Gary V. Howard (signature)

PRINTED NAME: GARY V. HOWARD

TITLE: MANAGING MEMBER

EMPLOYER/PRINCIPAL: HOWARD ENGINEERING Co. LLC

(End of clause) Updated August 2005

52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

52.211-4401 LOCAL RULES AND REGULATIONS

(a) Identification Badges and Vehicle Decals: The following requirements apply to all contractors working inside the Controlled Area of Anniston Army Depot.

(1) Contractors are required to secure, and wear at all times, employee identification badges for all employees who must enter the Anniston Army Depot (ANAD) to engage in contract work. Badges must be secured before an employee will be allowed entry onto the depot. Contractors that are non-US citizens must be escorted by depot personnel with the proper security clearance. Emergency badges will be issued on a case-by-case basis. Vehicle decals must be obtained for all Contractor vehicles entering ANAD. These badges and decals may be obtained from the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. No charge is made for badges if they are returned. Contractors will be charged twenty-five dollars (\$25.00) for each badge issued to replace lost badges or badges damaged through carelessness, negligence, or misuse. All persons to be badged shall present a PHOTO identification from one of the following sources:

1 - State driver's license

2 - State identification card

3 - Federal, municipal, or school identification card bearing a seal and the following information: photo, name, social security number, date of birth, and physical description

NOTE: A social security card is not a photo identification and will not be accepted as proper identification. Employee identification cards issued by the Contractor will not be accepted. The Director of Law Enforcement (DLE) will reject any identification presented which is altered, not issued by one of the above identified agencies, or otherwise questioned regarding validity.

(2) Contractors shall submit the name of a point of contact responsible for security requirements through the Contracting Officer to the Installation Security Management Office upon notification of contract award.

(3) Ten calendar days prior to the date Contractor employee will begin work in the controlled area of ANAD (within the gates), a Personal Data Questionnaire/Privacy Act Statement (SIOAN Form 380-2) must be completed and signed for each employee. The form authorizes ANAD to conduct a local background check for any criminal record or questionable reliability. No contractors or employees will be issued a badge without a favorable local background check. SIOAN Forms 380-2 may only be submitted for persons who are current employees of the Contractor or who hold a letter of intent to hire issued by the Contractor. Forms will be submitted to the Badge and Vehicle Office,

Building 367, located at the main entrance to ANAD. NO PRE-EMPLOYMENT LOCAL BACKGROUND CHECKS WILL BE CONDUCTED BY ANNISTON ARMY DEPOT. The prime contractor is responsible for checking with the Badge and Vehicle Office, Building 367, phone number 256 235-6820, to ensure that employees have been cleared for entrance to ANAD.

(4) Also, at least ten calendar days before the Contractor expects to begin work on the installation, prime Contractor shall submit, on company letterhead, the name, social security number, date/place of birth, and citizenship of all persons entering ANAD to perform contract work for the prime and any subcontractors. Letter shall be submitted through the Contracting Officer to the Badge and Vehicle Office.

(5) Violation of any security or safety requirements will be grounds for immediate suspension of the individual's badge. DLE will notify the Contracting Officer when suspension actions are taken. The Contractor can appeal the suspension to DLE, who is the final adjudication authority of the individual's reinstatement or revocation of badge privileges.

(6) See clause entitled Identification of Contractor Employees for Contractor employees working on Anniston Army Depot.

(b) AMMUNITION LIMITED AREA. Yes ☐, No ☒ work to be performed in the Ammunition Limited Area (ALA). Contractors working within the ALA must abide by the above guidance plus the following additional requirements:

(1) The prime Contractor will be notified which persons are approved for access to the ALA. Contractor personnel who are denied access based on the local background check will have the right to appeal to the DLE. The Director's decision is considered the final action.

(2) No privately-owned vehicles (POV) are authorized in the ALA.

(3) Contractor-owned, rented, or leased vehicles which are construction-type (i.e., pickup trucks, dump trucks, etc.) may be authorized within the ALA upon being inspected and registered with ANAD. ALL VEHICLES AND PERSONS SHALL BE SEARCHED UPON ENTERING AND EXITING THE ALA.

(4) Contractor vehicles may not remain overnight within the ALA without obtaining permission from DLE and by disabling the vehicle (by removing the battery or some other method approved by DLE).

(5) No alcohol, photographic equipment, firearms, flame producing devices (to include lighters and matches), or other items prohibited by safety requirements are permitted within the ALA.

(6) All damages caused by the Contractor to security lighting, fencing, intrusion detection systems, security telephones, or any other security equipment will be repaired immediately at the Contractor's expense by the Contractor. Normal contract work will not resume until the security equipment is returned to normal.

(c) CHEMICAL LIMITED AREA. Yes ☐, No ☒ work to be performed in the Chemical Limited Area (CLA). Contractors working within the CLA are required to adhere to all of the requirements of paragraph (a) and (b) above plus the following requirements:

(1) Contractors entering the CLA on a temporary entry control roster are required to attend a safety briefing. The safety briefing, approximately 30 minutes in length, is an annual requirement. Contact DLE at 256 235-7578 to schedule this briefing.

(2) Contractors working within the CLA must be escorted by a member of the security force or an ANAD employee qualified to escort. Escorts remain with the Contractor the entire time the Contractor is within the CLA.

(3) The requirement for a security escort must be coordinated through the Contracting Officer to DLE two weeks in advance of initial required work date. The number of available escorts is limited, which may affect the amount of work area available to the Contractor each day.

(4) Escorts will be conducted with a "line of sight" being maintained at all times between the escort and the Contractor. This will limit the amount of distance one crew may spread out to perform work. Escorts may direct Contractor employees regarding the distance to travel from the escort.

(5) Contractors working within the CLA may be required to cease work and evacuate from the CLA up to six (6) times per year for exercises and/or emergencies. The duration of the cease work periods will vary, but normally they will not exceed 24 hours. These interruptions will be at no cost to the Government.

(6) Contractor work hours within the CLA will be normal ANAD duty days and duty hours. Contractors must depart the CLA 15 minutes prior to the end of ANAD's normal shift.

(d) Hours of Work:

WORK HOURS	RECEIVING HOURS	DAY(S) OF WEEK
7:00 AM - 4:30 PM	7:00 AM - 2:00 PM	Monday - Thursday
7:00 AM - 3:30 PM	7:00 AM - 2:00 PM	Every other Friday
CLOSED	7:00 AM - 2:00 PM	Every other Friday
CLOSED	CLOSED	Saturdays, Sundays, and Federal Holidays

(1) Federal Holidays. Federal holidays may cause the Depot to be closed for one or more of the work days identified. The contract performance period has taken this possibility into consideration.

(2) Shutdown Periods. The Government may choose to shutdown for a week or portions of a week as stated below. During this shutdown, and unless otherwise stated, only those Government personnel essential for equipment/facility maintenance will be permitted work.

4 th of July Holiday	Safety Stand-Down Day*
Christmas Holiday	Employee Appreciation Day*

*Safety Stand-Down Day and Employee Appreciation Day generally occur on a Friday (8-hour day). Safety Stand-Down Day consists of either two half-days occurring at six-month intervals or one full workday per year. Employee Appreciation Day generally occurs on a Friday (half of an 8-hour day) and is usually held in the afternoon. The Contractor's services may not be required during these periods. In such cases, the Contractor will be notified in writing by the Government. These interruptions will be at no cost to the Government.

(3) Schedule Changes. When situations warrant, the Government may change the hours of operation to adjust for certain conditions, i.e., weather conditions (extreme heat or cold). For example, during summer production, shops may begin work at 6:00 am and leave work at 3:30 pm to avoid the afternoon heat. The Contractor shall be provided as much advance written notice as possible when these situations occur and will be expected to support any schedule change provided by the Contracting Officer.

(e) Traffic: The Contractor will be required to conform to Depot regulations concerning:

- (1) Designated routes
- (2) Parking regulations

(3) Insurance--See clause entitled "Insurance Requirements." The Contractor will also insure that all POVs brought on the installation are fully insured for minimum amount of personal injury and personal damage liability required by Federal Acquisition Regulation 28.307-2.

(f) Highway Barricades, Warning Signs, and Parking: The Contractor shall comply with Depot Regulation ANADR 190-5 and Manual on Uniform Traffic Control Devices, ANSI D6.1, Part VI, Latest Edition. Contractors are permitted to drive their vehicles inside buildings to load and unload supplies and equipment. However, when finished loading and unloading, the Contractor should move the vehicle outside to a designated parking space.

(g) Temporary Structures: The Contractor shall comply with Corps of Engineers Manual (EM) 385-1-1.

(h) Fire Prevention and Protection: The Contractor shall comply with all fire prevention measures prescribed in the installation fire prevention and protection regulation, a copy of which is on file in the office of the Contracting Officer. A written hot work permit shall be obtained from the installation fire department for use of any heat producing devices such as blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

(i) Utilities: Government-owned and operated utilities are adequate for the needs and use of the Contractor as well as the Government. All reasonably required amounts of water and electricity are available to the Contractor without charge.

(j) Safety and Accident Prevention: In addition to contract clause entitled "ACCIDENT PREVENTION," FAR 52.236-13, which may be incorporated by reference, the provisions of AMCR 385-100, ANADR 385-1, Engineering Manual (EM) 385-1-1, and 29 CFR 1926/1910 shall be strictly adhered to. Contractors working in the CLA will be issued protective masks by the installation in accordance with ANAD Respiratory Screening Plan. The Contractor will be responsible for the reimbursement of the cost of any protective equipment damaged due to negligence, destroyed, or lost by contracted personnel. The referenced regulations and plan are available in the Safety Office for review by contractors.

(k) Vehicle Searches: All vehicles entering, moving throughout, and exiting ANAD are subject to random searches as directed by the Depot Commander.

(l) Land Use Control: Contractors who will be required to "disturb soil" in the performance of this contract shall review and strictly adhere to the Standard Operating Procedure for Land Use Control Implementation. The SOP is available in the Directorate of Risk Management, Building I, for review by Contractors.

(m) Cellular telephones with built-in cameras are prohibited on this installation. If a cell phone with camera is found, that cell phone is subject to confiscation, and any violation may be punishable by fine or imprisonment or both.

(n) Air Emissions: The contractor is responsible for early coordination with the Directorate of Risk Management on any action that might result in air emissions (dust, volatile substances, etc). ANAD's Title V Air Permit requires the installation to obtain construction permits for new or modified air sources. The Alabama Department of Environmental Management (ADEM) must issue a construction permit before ANAD purchases and installs any equipment which will produce air emissions. Installation and/or start-up of this equipment without the proper permit and coordination with ADEM is a violation of State and federal environmental law. The violation could result in a possible civil penalty or fine up to \$250,000 from the Federal Environmental Protection Agency. Contractors considering a new process or device, or a modification to an existing unit, must first coordinate with the Environmental Compliance Division, Directorate of Risk Management.

(o) Exercise Events: Contractors working on the installation are expected to participate in LEAN thinking, Value Stream Analysis, Rapid Improvement Events, and Six Sigma activities that may last from one to seven weeks in duration. These efforts, as defined below, are an integral part of the process improvements of

ANAD on our journey toward building a LEAN manufacturing facility. The COR will provide detailed instructions when your involvement is required.

LEAN thinking is a coordinated response to today's highly competitive environment. LEAN production is aimed at the elimination of waste in every area of production including customer relations, product design, supplier networks and factory management. Its goal is to incorporate less human effort, less inventory, less time to develop products, and less space to become highly responsive to customer demand while producing top quality products in the most efficient and economical manner possible.

A Value Stream Analysis (VSA) is an event that documents the current process, the planned future process and an action plan to get to the planned future process. The VSA normally last three to four days and includes representatives from all aspects of the process.

A Rapid Improvement Event is a seven-week process that focuses on events where teams of people from a broad range of parts of the business gather to streamline a process. The first three weeks are used to select an area and topic, create the team, and plan for the event. The fourth week is the actual event where waste is identified, removed, and changes to processes made. The last three weeks are to ensure changes are continuing to be used and process is working correctly.

Six Sigma is the leading quality improvement program for a rigorous and disciplined methodology that uses data and statistical analysis to measure and improve a company's operational performance by identifying and eliminating "defects" in manufacturing and service-related processes. Six Sigma differs from traditional quality improvement programs in its focus on input variables. While traditional process improvement methods depend upon measuring outputs and establishing control plans to shield customers from organizational defects, a Six Sigma program demands that problems be addressed at the input root cause level, thereby eliminating the need for unnecessary inspection and rework processes.

(p) ANAD Network: For access to the ANAD network, send a letter stating that a National Agency Check (NAC) has been initiated and furnish a copy of the SF 85P, Questionnaire for Public Trust Positions, for review prior to issuance of an interim password. The results of the NAC investigation shall be furnished to the Security Management Office, Security Office Identifier number A077, for the final adjudication.

(End of clause) July 2005

52.211-4403 SPECIAL NOTICE TO CONTRACTOR

Final Payment on the contract will be held until contractor has properly cleared with the Security Control Office, the return of all security identification badges and vehicles registration.

(End of clause) December 2003

52.222-4908 WAGE DETERMINATION (OCT 1993)

(a) U. S. Department of Labor Wage Determination Number(s) 1994-2001 REV (27) dated 05/23/2005 is/are attached and made a part of this Solicitation. The Wage Determination(s) will be made a part of any resulting contract. However, if this solicitation includes the FAR Clause 52.222-48 entitled EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION, and the contractor provides an affirmative certification therein, the Wage Determination(s) will not be made a part of any resulting contract.

(b) Any class of service employees which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the contracting officer shall submit the question, together with his recommendation, to the Office of Government Contract Wage Standards, Wage and Hour Division, ESA, of the Department of Labor for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator or his authorized representative shall be a violation of this contract. No employees engaged in performing work on this contract shall in any event be paid less than the minimum wage specified shall be in Section b (a)(1) of the Fair Labor Standards Act of 1938, as amended.

52.228-4406 INSURANCE REQUIREMENTS (SEP 1998)

In accordance with Insurance--Work on a Government Installation clause, FAR Reference 52.228-5, incorporated herein, the following amounts of insurance are required:

TYPE	MINIMUM AMOUNTS
Workers' Compensation and Employer's Liability	\$100,000.00 N/A
General Liability, Bodily Injury Liability	\$500,000.00 per occurrence
Property Damage Liability	\$500,000.00 per occurrence for property damage
Automobile Liability	\$200,000.00 per person \$500,000.00 per occurrence for bodily injury \$ 20,000.00 per occurrence for property damage

A certificate of insurance, showing that the required amounts of insurance have been obtained, will be furnished. Special attention is directed to the cancellation notice of the insurance certificate. The cancellation notice must state:

"In the event that this policy is cancelled or any material change in the policy is made that would adversely affect the interest of the Government, such change or cancellation shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event sooner than thirty (30) days after written notice thereof to the Contracting Officer."

52.237-4416 DEPARTMENT OF DEFENSE PREPAREDNESS TRAINING

This installation is subject to unannounced inspections and exercises that require practice evacuations of certain and/or all areas. Evacuation practices will be temporary in nature. Contractors will be required to participate in these practice evacuation exercises, as necessary, and the contract performance time will be extended to off-set the time lost because of the exercise. This clause should be taken into consideration during the preparation of bids/proposals

since, other than appropriate time extensions, participation in such exercises will be at no additional cost to the Government.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2005
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984

52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JUN 2005
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE and TIME AND MATERIALS contract resulting from this solicitation.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 Calendar days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 Calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5
YEARS.
(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to

Anniston Army Depot
AMSTA-AN-CTPC
Attn: Heather Robinson (Bldg 221)
7 Frankford Avenue
Anniston, AL 36201

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this

subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://farsite.hill.af.mil>

<http://www.procnet.anad.army.mil>

(Local Links, Reference Library, 13=DFARS, 22=FAR)

Section J - List of Documents, Exhibits and Other Attachments

WAGE DETERMINATION

94-2001 AL, ANNISTON-GADSEN

WAGE DETERMINATION NO: 94-2001 REV (27) AREA: AL, ANNISTON-GADSEN

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2002

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2001
Director	Wage Determinations	Revision No.: 27
		Date Of Revision: 05/23/2005

State: Alabama

Area: Alabama Counties of Calhoun, Cherokee, Clay, Cleburne, De Kalb, Etowah, Talladega

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.45
01012 - Accounting Clerk II	10.30
01013 - Accounting Clerk III	12.71
01014 - Accounting Clerk IV	15.02
01030 - Court Reporter	11.77
01050 - Dispatcher, Motor Vehicle	14.59
01060 - Document Preparation Clerk	10.42
01070 - Messenger (Courier)	8.51
01090 - Duplicating Machine Operator	10.42
01110 - Film/Tape Librarian	10.66
01115 - General Clerk I	8.77
01116 - General Clerk II	9.85
01117 - General Clerk III	11.45
01118 - General Clerk IV	12.29
01120 - Housing Referral Assistant	13.08
01131 - Key Entry Operator I	9.49
01132 - Key Entry Operator II	11.45
01191 - Order Clerk I	8.81
01192 - Order Clerk II	10.58
01261 - Personnel Assistant (Employment) I	10.01
01262 - Personnel Assistant (Employment) II	11.23
01263 - Personnel Assistant (Employment) III	12.57

01264 - Personnel Assistant (Employment) IV	14.01
01270 - Production Control Clerk	15.55
01290 - Rental Clerk	10.49
01300 - Scheduler, Maintenance	10.49
01311 - Secretary I	10.49
01312 - Secretary II	11.77
01313 - Secretary III	13.08
01314 - Secretary IV	14.54
01315 - Secretary V	16.10
01320 - Service Order Dispatcher	15.58
01341 - Stenographer I	11.96
01342 - Stenographer II	12.21
01400 - Supply Technician	14.54
01420 - Survey Worker (Interviewer)	10.35
01460 - Switchboard Operator-Receptionist	8.64
01510 - Test Examiner	11.77
01520 - Test Proctor	11.77
01531 - Travel Clerk I	9.24
01532 - Travel Clerk II	9.85
01533 - Travel Clerk III	10.43
01611 - Word Processor I	10.09
01612 - Word Processor II	11.33
01613 - Word Processor III	12.67
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.56
03041 - Computer Operator I	11.87
03042 - Computer Operator II	13.68
03043 - Computer Operator III	16.53
03044 - Computer Operator IV	18.36
03045 - Computer Operator V	18.87
03071 - Computer Programmer I (1)	13.86
03072 - Computer Programmer II (1)	17.18
03073 - Computer Programmer III (1)	21.01
03074 - Computer Programmer IV (1)	25.42
03101 - Computer Systems Analyst I (1)	21.34
03102 - Computer Systems Analyst II (1)	25.79
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.56
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	14.63
05010 - Automotive Glass Installer	12.41
05040 - Automotive Worker	12.41
05070 - Electrician, Automotive	13.07
05100 - Mobile Equipment Servicer	11.02
05130 - Motor Equipment Metal Mechanic	13.76
05160 - Motor Equipment Metal Worker	12.41
05190 - Motor Vehicle Mechanic	13.76
05220 - Motor Vehicle Mechanic Helper	10.35
05250 - Motor Vehicle Upholstery Worker	12.41
05280 - Motor Vehicle Wrecker	12.41
05310 - Painter, Automotive	13.07
05340 - Radiator Repair Specialist	12.41
05370 - Tire Repairer	10.65
05400 - Transmission Repair Specialist	13.76

07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.73
07010 - Baker	12.90
07041 - Cook I	11.46
07042 - Cook II	12.90
07070 - Dishwasher	8.73
07130 - Meat Cutter	12.90
07250 - Waiter/Waitress	9.32
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.00
09040 - Furniture Handler	9.94
09070 - Furniture Refinisher	13.81
09100 - Furniture Refinisher Helper	11.22
09110 - Furniture Repairer, Minor	12.52
09130 - Upholsterer	13.81
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.73
11060 - Elevator Operator	8.73
11090 - Gardener	11.46
11121 - House Keeping Aid I	8.36
11122 - House Keeping Aid II	8.96
11150 - Janitor	8.73
11210 - Laborer, Grounds Maintenance	9.32
11240 - Maid or Houseman	8.37
11270 - Pest Controller	12.15
11300 - Refuse Collector	10.49
11330 - Tractor Operator	10.75
11360 - Window Cleaner	9.32
12000 - Health Occupations	
12020 - Dental Assistant	11.02
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.51
12071 - Licensed Practical Nurse I	10.69
12072 - Licensed Practical Nurse II	12.33
12073 - Licensed Practical Nurse III	13.75
12100 - Medical Assistant	9.94
12130 - Medical Laboratory Technician	12.74
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.23
12222 - Nursing Assistant II	9.25
12223 - Nursing Assistant III	10.10
12224 - Nursing Assistant IV	11.32
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.32
12311 - Registered Nurse I	18.31
12312 - Registered Nurse II	22.43
12313 - Registered Nurse II, Specialist	22.43
12314 - Registered Nurse III	27.10
12315 - Registered Nurse III, Anesthetist	27.10
12316 - Registered Nurse IV	32.49
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.35
13011 - Exhibits Specialist I	14.96
13012 - Exhibits Specialist II	18.54

13013 - Exhibits Specialist III	22.67	
13041 - Illustrator I	14.81	
13042 - Illustrator II	18.35	
13043 - Illustrator III	22.45	
13047 - Librarian	20.32	
13050 - Library Technician	11.93	
13071 - Photographer I	7.10	
13072 - Photographer II	12.65	
13073 - Photographer III	18.16	
13074 - Photographer IV	20.88	
13075 - Photographer V	25.26	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	7.41	
15030 - Counter Attendant	7.41	
15040 - Dry Cleaner	8.89	
15070 - Finisher, Flatwork, Machine	7.41	
15090 - Presser, Hand	7.41	
15100 - Presser, Machine, Drycleaning	7.41	
15130 - Presser, Machine, Shirts	7.41	
15160 - Presser, Machine, Wearing Apparel, Laundry	7.41	
15190 - Sewing Machine Operator	9.37	
15220 - Tailor	9.85	
15250 - Washer, Machine	7.89	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	14.92	
19040 - Tool and Die Maker	17.57	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	14.26	
21020 - Material Coordinator	15.55	
21030 - Material Expediter	15.55	
21040 - Material Handling Laborer	9.92	
21050 - Order Filler	10.30	
21071 - Forklift Operator	11.95	
21080 - Production Line Worker (Food Processing)	11.95	
21100 - Shipping/Receiving Clerk	11.86	
21130 - Shipping Packer	11.86	
21140 - Store Worker I	10.69	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.15	
21210 - Tools and Parts Attendant	11.95	
21400 - Warehouse Specialist	11.95	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	15.90	
23040 - Aircraft Mechanic Helper	12.34	
23050 - Aircraft Quality Control Inspector	18.63	
23060 - Aircraft Servicer	13.77	
23070 - Aircraft Worker	14.48	
23100 - Appliance Mechanic	14.43	
23120 - Bicycle Repairer	10.60	
23125 - Cable Splicer	15.90	
23130 - Carpenter, Maintenance	14.30	
23140 - Carpet Layer	13.80	
23160 - Electrician, Maintenance	15.26	
23181 - Electronics Technician, Maintenance I	16.53	
23182 - Electronics Technician, Maintenance II	19.25	

23183 - Electronics Technician, Maintenance III	20.27
23260 - Fabric Worker	13.12
23290 - Fire Alarm System Mechanic	15.90
23310 - Fire Extinguisher Repairer	12.44
23340 - Fuel Distribution System Mechanic	18.84
23370 - General Maintenance Worker	14.21
23400 - Heating, Refrigeration and Air Conditioning Mechanic	14.19
23430 - Heavy Equipment Mechanic	16.56
23440 - Heavy Equipment Operator	13.32
23460 - Instrument Mechanic	16.56
23470 - Laborer	9.92
23500 - Locksmith	14.48
23530 - Machinery Maintenance Mechanic	16.34
23550 - Machinist, Maintenance	14.38
23580 - Maintenance Trades Helper	10.29
23640 - Millwright	16.00
23700 - Office Appliance Repairer	14.48
23740 - Painter, Aircraft	16.30
23760 - Painter, Maintenance	14.30
23790 - Pipefitter, Maintenance	16.34
23800 - Plumber, Maintenance	15.54
23820 - Pneudraulic Systems Mechanic	15.90
23850 - Rigger	15.90
23870 - Scale Mechanic	13.80
23890 - Sheet-Metal Worker, Maintenance	14.15
23910 - Small Engine Mechanic	12.34
23930 - Telecommunication Mechanic I	17.39
23931 - Telecommunication Mechanic II	18.27
23950 - Telephone Lineman	17.39
23960 - Welder, Combination, Maintenance	14.09
23965 - Well Driller	15.90
23970 - Woodcraft Worker	15.90
23980 - Woodworker	11.87
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.87
24580 - Child Care Center Clerk	11.05
24600 - Chore Aid	8.37
24630 - Homemaker	12.29
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.00
25040 - Sewage Plant Operator	16.82
25070 - Stationary Engineer	17.00
25190 - Ventilation Equipment Tender	13.25
25210 - Water Treatment Plant Operator	16.82
27000 - Protective Service Occupations	
(not set) - Police Officer	14.75
27004 - Alarm Monitor	11.51
27006 - Corrections Officer	14.18
27010 - Court Security Officer	14.18
27040 - Detention Officer	14.18
27070 - Firefighter	15.57
27101 - Guard I	10.37
27102 - Guard II	11.31
28000 - Stevedoring/Longshoremen Occupations	

28010 - Blocker and Bracer	15.93	
28020 - Hatch Tender	15.93	
28030 - Line Handler	15.93	
28040 - Stevedore I	14.25	
28050 - Stevedore II	16.87	
29000 - Technical Occupations		
21150 - Graphic Artist	21.00	
29010 - Air Traffic Control Specialist, Center (2)	31.49	
29011 - Air Traffic Control Specialist, Station (2)	21.71	
29012 - Air Traffic Control Specialist, Terminal (2)	23.92	
29023 - Archeological Technician I	12.55	
29024 - Archeological Technician II	13.69	
29025 - Archeological Technician III	16.98	
29030 - Cartographic Technician	18.72	
29035 - Computer Based Training (CBT) Specialist/ Instructor	21.34	
29040 - Civil Engineering Technician	16.51	
29061 - Drafter I	11.91	
29062 - Drafter II	13.38	
29063 - Drafter III	15.20	
29064 - Drafter IV	18.72	
29081 - Engineering Technician I	12.50	
29082 - Engineering Technician II	14.03	
29083 - Engineering Technician III	15.70	
29084 - Engineering Technician IV	19.45	
29085 - Engineering Technician V	23.79	
29086 - Engineering Technician VI	28.78	
29090 - Environmental Technician	18.39	
29100 - Flight Simulator/Instructor (Pilot)	25.79	
29160 - Instructor	18.90	
29210 - Laboratory Technician	16.68	
29240 - Mathematical Technician	18.72	
29361 - Paralegal/Legal Assistant I	13.19	
29362 - Paralegal/Legal Assistant II	16.32	
29363 - Paralegal/Legal Assistant III	19.98	
29364 - Paralegal/Legal Assistant IV	21.96	
29390 - Photooptics Technician	18.72	
29480 - Technical Writer	22.25	
29491 - Unexploded Ordnance (UXO) Technician I	20.02	
29492 - Unexploded Ordnance (UXO) Technician II	24.22	
29493 - Unexploded Ordnance (UXO) Technician III	29.03	
29494 - Unexploded (UXO) Safety Escort	20.02	
29495 - Unexploded (UXO) Sweep Personnel	20.02	
29620 - Weather Observer, Senior (3)	16.36	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72	
29622 - Weather Observer, Upper Air (3)	14.72	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	14.27	
31260 - Parking and Lot Attendant	10.56	
31290 - Shuttle Bus Driver	13.55	
31300 - Taxi Driver	12.82	
31361 - Truckdriver, Light Truck	13.55	
31362 - Truckdriver, Medium Truck	14.36	
31363 - Truckdriver, Heavy Truck	15.88	
31364 - Truckdriver, Tractor-Trailer	15.88	

99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	10.05	
99030 - Cashier	7.25	
99041 - Carnival Equipment Operator	10.75	
99042 - Carnival Equipment Repairer	11.46	
99043 - Carnival Worker	8.73	
99050 - Desk Clerk	8.87	
99095 - Embalmer	19.72	
99300 - Lifeguard	10.52	
99310 - Mortician	19.72	
99350 - Park Attendant (Aide)	13.21	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52	
99500 - Recreation Specialist	12.29	
99510 - Recycling Worker	12.92	
99610 - Sales Clerk	9.83	
99620 - School Crossing Guard (Crosswalk Attendant)	11.48	
99630 - Sport Official	10.52	
99658 - Survey Party Chief (Chief of Party)	13.98	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.55	
99660 - Surveying Aide	9.15	
99690 - Swimming Pool Operator	16.30	
99720 - Vending Machine Attendant	13.59	
99730 - Vending Machine Repairer	16.30	
99740 - Vending Machine Repairer Helper	13.59	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of nine paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundrying in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

5) The contracting officer transmits the Wage and Hour decision to the contractor.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

BID QUOTE

[illegible]

Heavy Duty Electric Company Small Tempering Furnace (S/N 55819)	1	2231	2231	2231	2231	2231	2231	2231	2231	2462	2462
Gerref Stress Relieving Furnace (S/N 8783)	1	2231	2231	2231	2231	2231	2231	2231	2231	2462	2462
Abar Ipsen Vacuum Furnace Model HR66X60 (S/N BM-1344)	1	4462	4462	4462	4462	4462	4462	4462	4462	4923	4923
Abar Ipsen Vacuum Furnace Model H5448-2BAR-1815 (S/N 1815)	1	4462	4462	4462	4462	4462	4462	4462	4462	4923	4923
TOTAL AMOUNT		29000	29000	29000	29000	29000	29000	29000	29000	32000	32000

EVIDENCE OF AUTHORITY

EVIDENCE OF AUTHORITY TO SIGN OFFERS

Reference the solicitation provision in Section I entitled "Signature Authority." Evidence of the authority of individuals signing offers to submit firm offers on behalf of the Offeror is required except for the owner in the case of sole proprietorships. When Contractor is a corporation, complete this certificate.

CERTIFICATE OF CORPORATE OFFICIAL/AGENT'S AUTHORITY TO BIND CORPORATION

I, GARY V. HOWARD, Secretary of HOWARD ENGINEERING Co. LLC, a corporation created and organized under the law of the State of FLORIDA, do hereby certify that GARY V. HOWARD is an official/agent of said corporation and is empowered to represent, bind and execute contracts on behalf of said corporation, subject to the following limitations: NONE
(if none, so state)

Witness my hand and the corporate seal of said corporation this 30 day of DEC., 2005.

(CORPORATE SEAL)



Secretary

When Contractor is a Partnership, Unincorporated Firm or a Corporation for which completion of the first statement would be impracticable, complete this certificate:

CERTIFICATE OF AUTHORITY TO BIND PARTNERSHIP

We, the undersigned, comprising the total membership of _____
_____, a partnership/unincorporated firm doing business
at _____,
do hereby certify that _____ is a _____
of said firm and is empowered to represent, bind, and execute contracts on behalf of said partnership/
unincorporated firm.

Witness our signatures, this _____ day of _____, 20____.

Members of Partnership/Unincorporated Firm:

CONTRACTOR AFFIRMATIVE PROCURE

**CONTRACTOR AFFIRMATIVE PROCUREMENT REPORT FORM FOR
ESTIMATION OF RECOVERED MATERIAL CONTENT LEVELS
FOR EPA DESIGNATED ITEMS
(PER EXECUTIVE ORDER 13101)**

CONTRACTOR: HOWARD ENGINEERING Co. LLC

CONTRACT/DO #: _____

BLDG # (if applicable): _____

PROJECT MANAGER: _____

INSTRUCTIONS

1. Use this form to document estimation of recovered material content levels per FAR provision 52.223-9, "Certification and Estimate of Percentage of Recovered Material for EPA Designated Items."
2. Complete the table below for those EPA Designated Items used in performance of work under this contract/ delivery order that met or exceeded the minimum materials content levels (see 2nd column in table below). Provide the actual recovered material content (if different from 2nd column) and quantity for these items in the appropriate column, if available.
3. Mark each line with "N/A" for those item/s not used in the performance of this contract/delivery order.
4. Note any exemptions in 5th column for each item for which a Contractor Waiver Form was previously submitted.
5. Submit to the Contracting Officer at the completion of the contract.

RECYCLED OR RECOVERED PRODUCT	<u>TOTAL RECOVERED MATERIALS CONTENT (RMC)</u>	ACTUAL RMC (%)	<u>QUANTI Y USED</u>	EXEMPTION (1,2,3)
Rock Wool Insulation	75%		N/A	
Fiberglass Insulation	20-25%		"	
Cellulose loose fill/Spray-on Insulation	75%		"	
Perlite Composition Board Insulation	23%		"	
Plastic Rigid Foam Insulation	9%		"	
Plastic Foam In Place Insulation	5%		"	
Plastic Foam, Glass Fiber Reinforced Insulation	6%		"	
Phenolic Rigid Foam Insulation	5%		"	
Structural Fiber Board	80-100%		"	
Laminated Paper Board	100%		"	
Cement/Concrete (FLYASH)	See www.epa.gov/cpg		"	
High Fly Ash Flowable Fills	95%		"	
Low Fly Ash Content Flowable Fill	6-14%		"	
Carpet (PET)	25-100%		"	
Bonded polyurethane Carpet Cushion	15-50%		"	
Jute Carpet Cushion	40%		"	
Synthetic fibers Carpet Cushion	100%		"	
Rubber Carpet Cushion	60-90%		"	
Rubber Plastic Patio Blocks	90-100%		"	
Rubber or Plastic Floor Tile	90-100%		"	
Steel Restroom Divider/Partition	15%		"	
Plastic Restroom Divider/Partition	20-100%		"	
Concrete Railroad Crossing	15-20%		"	
Rubber Railroad Crossing	85-95%		"	
Steel Railroad Crossing	25-30% BOF/100%EAF2		"	
Traffic cones made from PVC, LDPE, crumb Rubber	50-100%		"	
Traffic Barricades (Type I and II only) made from HDPE, LDPE, PET, steel, fiberglass	100%		"	
Channelizers, Plastic	25-95%		"	
Channelizers, rubber base	100%		"	
Delineators, plastic	25-90%		"	
Delineators, rubber base	100%		"	
Delineators, steel base	25-50%		"	
Flexible plastic delineators	25-85%		"	
Parking Stops, Plastic or Rubber	100%		"	
Parking Stops, Concrete containing coal fly ash	20-40%		"	
Parking Stops, Concrete containing Ground-Granulated Blast Furnace Slag	25-70%		"	

RECYCLED OR RECOVERED PRODUCT	<u>TOTAL RECOVERED MATERIALS CONTENT (RMC)</u>	ACTUAL RMC (%)	<u>QUANTI Y USED</u>	EXEMPTION (1,2,3)
Playground Surfaces, including rubber or plastic	90-100%		N/A	
Plastic Fencing for use to control snow, drifting Sand, or as a safety barrier	90-100%		"	
Running Tracks. Including rubber or plastic	90-100%		"	
Plastic Park benches and Picnic Tables	100%		"	
Plastic composite Park benches and Picnic Tables	100%		"	
Aluminum Park benches and Picnic Tables	25%		"	
Concrete Park benches and Picnic Tables	15-40%		"	
Steel Park benches and Picnic Tables	25-30% BOF/100%EAF		"	
Plastics Playground Equipment	100%		"	
Plastic Composites Playground Equipment	95-100%		"	
Steel Playground Equipment	25-30% BOF/100% EAF		"	
Aluminum Playground Equipment	25%		"	
Garden hose, rubber or plastic	60-65% post consumer materials		"	
Soaker hose, rubber or plastic	60-70% post consumer materials		"	
Lawn/garden edging, plastic or rubber	30-100%		"	
Paper-based hydraulic mulch	100%		"	
Wood-based hydraulic mulch	100%		"	
Compost Purchase or use compost made from yard trimmings, leaves, grass clippings, and food waste	100%		"	
HDPE lumber timbers and posts	75-100%		"	
Mixed plastics/Sawdust lumber timbers and posts	100%		"	
HDPE/Fiberglass lumber timbers and posts	95%		"	
Other mixed resins lumber timers and posts	95-100%		"	
Latex Paint; white, off-white or pastel colors	20%		"	
Latex Paint; gray, brown, earth-tones, other dark colors	50-99%		"	
Consolidated Latex Paint (when color and performance doesn't matter)	100%		"	
Plastic Non-road Signs	80-100%		"	
Aluminum Signs	25%		"	
Plastic Sign Posts and Supports	80-100%		"	
Steel Sign Posts and Supports	25-30% BOF/100%EAF		"	

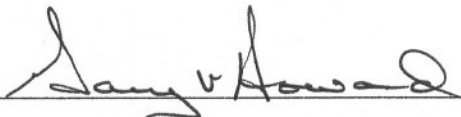
RECYCLED OR RECOVERED PRODUCT		<u>TOTAL RECOVERED MATERIALS CONTENT (RMC)</u>	ACTUAL RMC (%)	<u>QUANTI Y USED</u>	EXEMPTION (1,2,3)
Awards and Plaques	Glass	75-100		N/A	
	Wood	100%		"	
	Paper	40-100		"	
	Plastic and Plastic/ Wood Composite	50-100		"	

The following exemptions may apply to the non-procurement of recycled/recovered content materials:

1. The product is not available from a sufficient number of sources to maintain a sufficient level of competition (i. e., available from two or more sources) or is not available a reasonable price.
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications to fails to meet reasonable performance standards of the agency.

CERTIFICATION

I hereby certify the Statement of Work/Specifications for the requisition/procurement of all materials listed on this form comply with EPA standards for recycled/recovered materials content.



12-30-05

CONTRACTOR REQUEST FOR WAIVER

**Contractor Request for Waiver
For Non-EPA Comprehensive Guideline Items¹**

Contract No. _____

This form is to be completed by the contractor when items subject to ANAD's Affirmative Procurement (AP) Policy are not purchased. This form is required for all contracts (including services using such items). **NOTE: The Contractor must obtain signature of the Contracting Officer indicating concurrence of the waiver.**

INSTRUCTIONS

1. List the EPA Guidelines item(s)¹ not procured, check the appropriate justification(s), provide a written explanation and sign and date the form.
2. Obtain Contracting Officer for waiver concurrence.
3. Submit the original approved form to the Directorate of Contract and retain copy for Contractor files.
4. The Contracting Officer will provide a copy of the completed signed form to the Directorate of Risk Management Pollution Prevention Program Manager.

EPA Guideline item not purchased below (refer to EPA Guideline Items¹ list):

Products containing recovered materials and meeting ANAD's AP standards for the above EPA Guideline Items¹ were not obtained because items:

- _____ Do not meet all reasonable performance specifications.
- _____ Are not available within a reasonable period of time.
- _____ Use of minimum content standards would result in inadequate competition.
- _____ Products containing recovered materials would require paying a price premium.
5. Written Justification For Not Purchasing EPA Guideline Items¹ (continue on back if necessary):

Contractor Signature

Date

6. CONCURRENCE _____ DATE

Contracting Officer

7. DATE SUBMITTED TO THE POLLUTION PREVENTION MANAGER

¹ – Also referred to as recovered material content items

EPA GUIDELINE ITEMS

EPA Guideline Items (Recovered Materials Content) List

Paper and Paper Products	Transportation Products
---------------------------------	--------------------------------

<ul style="list-style-type: none"> • Printing and writing paper • Newsprint • Commercial sanitary tissue products • Paperboard and packaging products • Miscellaneous papers 	<ul style="list-style-type: none"> • Channelizers • Delineators¹ • Flexible delineators • Parking stops • Traffic barricades • Traffic cones
Vehicular Products <ul style="list-style-type: none"> • Engine coolants • Re-refined lubricating oils • Retread tires 	Landscaping Products <ul style="list-style-type: none"> • Garden and soaker hoses • Hydraulic mulch • Lawn and garden edging • Yard trimmings compost • Food waste compost • Landscaping timbers and posts (plastic lumber)
Construction Products <ul style="list-style-type: none"> • Building insulation products • Laminated paperboard • Structural fiberboard • Floor tiles (heavy duty or commercial) • Patio blocks • Carpet • Cement and concrete containing fly ash • Cement and concrete containing ground granulated blast furnace slag • Shower and restroom dividers/partitions • Consolidated and reprocessed latex paint • Carpet cushion • Flowable fill • Railroad grade crossings/surfaces 	Non-Paper Office Products <ul style="list-style-type: none"> • Binders (paper, plastic covered) • Office recycling containers • Office waste receptacles • Plastic desktop accessories • Plastic envelopes • Plastic trash bags • Printer ribbons • Toner cartridges • Binders (solid plastic) • Plastic clipboards • Plastic clip portfolios • Plastic file folders • Plastic presentation folders
Miscellaneous Products <ul style="list-style-type: none"> • Pallets • Sorbents • Awards and plaques • Industrial drums • Mats • Signage • Strapping and stretch wrap 	Park and Recreation Products <ul style="list-style-type: none"> • Plastic fencing (used for erosion control or as a safety barrier at construction sites) • Playground surfaces • Running tracks • Park and recreational furniture • Playground equipment

List reflect EPA's changes effective as of January 2001

Refer to EPA's Comprehensive Procurement Guideline website for recovered materials content levels –
www.epa.gov/cpg.

SURVEILLANCE PLAN

Surveillance Plan:
PPM/Emergency Repairs

For Government Owned
Furnace Units

TASK #1
SURVEILLANCE/ COMMUNICATION

Contracting Officer Representative: Will be nominated by the Directorate Engineering and Quality and appointed by the Contracting Officer.

Technical Point Of Contact: To be appointed by the Directorate Engineering and Quality

Responsibilities:

Coordinate PPM and Emergency Repairs through the Contracting Officer (Section C Par. 10 & 12)

Coordinate and Survey all PPM/ Repairs

Inspect equipment logbooks, maintenance call records, and Contractor's invoices/ vouchers for accuracy in accordance with all applicable specification.

Contractual Communication:

All communication/correspondence pertaining to this contract will be between the Contractor and the Contracting Officer, AMSTA-AN-CT, Building 221, 7 Frankford Avenue, Anniston Army Depot, Anniston, AL 36201-4199. (Ref. Section C, Par 12)

TASK #2
TEMPERATURE UNIFORMITY SURVEYS/EMERGENCY REPAIRS

PERSONNEL ASSIGNED TO SURVEY/INSPECT: Government assigned COR/POC, in conjunction with equipment operators.

EQUIPMENT TO BE CALIBRATED/REPAIRED:

- 2 AFC INTERNAL QUENCH BATCH FURNACE (S/N 6988) Located in Building-108
- 2 AFC BATCH TEMPERING FURANCE (6989) Located in Building-108
- 2 LUCIFER INTEGRAL QUENCH FURNACE (S/N5706) Located in Building-108
- 1 PRECISION TEMPERING FURNACE (S/N 9312) Located in Building-108
- 2 HEAVY DUTY ELECTRIC COMPANY Small Tempering Furnace (S/N 55819) Located in Building-108
- 2 GERREF STRESS RELIEVING FURNACE (S/N 8783) Located in Building-108
- 2 Abar Ipsen Vacuum Furnace Model HR 66X60 (S/N BM-1344) Located in Building-128
- 2 Abar Ipsen Vacuum Furnace Model H5448-2BAR-1815 (S/N 1815) Located in Building-128

2 LINDBERG INTEGRAL QUENCH FURNACE (NEW)
being installed in Building 108

CALIBRATION/EMERGENCY REPAIR INSPECTION: assigned personnel will ensure/inspect for the following:

Contractor response time as outlined in Sec. C Para 4

All repairs are performed in a timely manner as not to interfere with Government production schedules

Visually inspect Contractor personnel workmanship

Perform equipment self test/operational procedures

INSPECTION OF REPAIR PARTS:

Ensure proper installation

Ensure all repair parts/materials are new OEM parts, or certified replacement (Sec. C., Par. 4)

METHOD OF INSPECTIONS:

Visual Inspections

Perform equipment self-test and/or operational checks on all repaired equipment

METHOD OF DOCUMENTATION:

Upon completion of all checks and temperature test, the contractor shall provide copies of all records for motor amperages, air and gas pressure settings, and pressure drops across all orifice plates to Government's point of contact. System Accuracy test IAW AMS 2750C is also required.

TASK #3

DOCUMENTING MALFUNCTION AND SERVICE CALLS

PERSONNEL ASSIGNED TO SURVEY/INSPECT: COR/Technical POC

ITEMS TO BE INSPECTED:

Contractor's written report and cost estimates

Contractor's invoice or vouchers

Maintenance Call Records

Equipment Log Books

Malfunction Incident reports

SCHEDULED INSPECTION:

Random, periodic inspection to ensure service calls are properly documented

Maintenance Call Records upon completion of each service call

Retain all service reports files for a minimum of three (3) years

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-4	Recovered Material Certification	OCT 1997
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision GARY V. HOWARD (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

NONE

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
PRICE			
ITEM	QUANTITY	QUOTATION	TOTAL

NONE

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333994 (insert NAICS code).

(2) The small business size standard is 500 (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☒ is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, ☒ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, ☒ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, ☒ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, ☒ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☒ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☒ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know

Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

- ☒ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ☒ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- ☒ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☒ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☒ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the

Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.000-4701 GUIDANCE IN PREPARATION OF OFFER

1. Complete and return one entire copy of solicitation package in digitized format using email (acqnet@anad.army.mil) or by facsimile to telephone number 256 240-3077 extension 2222.
2. Submit firm fixed price in Section B.
3. Review required delivery schedule in Section F and consider giving expedited delivery schedule.
4. Complete all Representations and Certifications in Section K or by ORCA (Online Representations and Certifications Application).
5. Furnish technical literature IF REQUIRED. Note: Any literature submitted that has more than one product line on it must indicate specifically what product line is proposed by offeror. Offeror must check to assure that literature furnished provides information concerning each line item. Any statement in the technical literature that is in conflict with the requirements of the solicitation must be deleted.
6. Provide evidence of signer's authority to bind the company as stated in paragraph in Section L entitled "Signature Authority."
7. Telephonic offers are not authorized.
8. Acknowledge all, if any, amendments issued against this solicitation electronically as stated in paragraph 1 above.

(End of provision) Updated May 2005

52.000-4702 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to:
HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-ISE3401
Fort Belvoir, VA 22060-5527

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to:
HQ Army Materiel Command
Office of Command Counsel
Room 2-ISE3401
1412 Jackson Loop
Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in electronic format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using one of these three methods: Offers submitted using any other means will not be accepted.

FAX:

The FAX number for your bids/proposals is **(256) 240-3077 extension 2222**. This FAX line is attached to a "FAX Server" which will store your transmittal. All FAX receptions are automatically time/date stamped. Sending FAX station information is also stored with the received FAX (i.e., originating telephone number and any station information you've programmed for transmission). Instructions to fax to an extension: Dial the fax number and then press the "pause" or "pause/redial" button and then our "**2222**" extension. Most fax machines have a "pause/redial" button. Consult your fax machine user manual for specific instructions. The pauses delay the fax machine's transmission of the extension and allows the telephone system time to send the extension "beeps."

E-MAIL SUBMISSION:

E-Mail bids/proposals will be directed to acqnet@anad.army.mil. Check with your Internet Service Provider (ISP) to verify that E-Mail attachments are allowed - some ISPs will "strip" attachments prior to transmission. Attachments to your E-Mail which require the purchase of software to view your bid/proposal will not be accepted. If you send E-Mail attachments, there must be a readily-available, royalty-free viewer available for our use in viewing and printing your submission.

ON-LINE SUBMISSION:

On-line submission of bids/proposals is via our "**Vendor Response Module**." This method allows you to select a solicitation, point at file(s) on your PC, and directly transmit these file(s) to our Web Server for action. Detailed information regarding the **Vendor Response Module** is available at <http://www.procnet.anad.army.mil/>, Vendor Information, Bid Submission.

If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for bid opening or proposal closing.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:

- a. The SF33/SF1449/SF18/SF1442 filled out and signed.
- b. All applicable fill-in provisions from the solicitation must be completed.
- c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

52.000-4802 NOTICE OF F.O.B. DESTINATION

All offers on this solicitation are requested on an F.O.B. Destination basis.

52.214-4705 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or

(3) Furnished upon receipt of a specific request for the information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

52.215-4714 OFFEROR'S PROPOSAL (OCT 1993)

(a) To be considered for selection, an offeror must submit a complete response to this Request for Proposal using the sequence and format provided herein. Each proposal and any amendment thereto must be submitted in single copy to the issuing office; a single copy of supportive documentation (technical literature) must be provided. No distribution of the proposal will be made outside Directorate of Contracting, Anniston Army Depot, except the successful offeror's proposal may be forwarded to the proponent upon award.

(b) The offeror's price proposal will be indicated in the price schedule.

(c) In submitting a proposal it is necessary that the offeror delete, or by explicit language exclude, any conditions (preprinted or otherwise) appearing on the offeror's letterhead or on the reverse thereof which may be in conflict with any of the general or special conditions contained in this RFP. Failure to eliminate such conflicting conditions may result in the rejection of the proposal as nonresponsive.

52.215-4715 PRICING INFORMATION (OCT 1993)

(a) Offers should include information to establish the basis for the price(s) proposed. Such information need not be in any particular form; however, it should be sufficient to provide an understanding of the offeror's pricing rationale.

(b) Following are examples of pricing methods that may be applicable. Please check the appropriate box and furnish catalogs, price lists, etc. with the proposal.

☒ Established catalog or market price(s) or commercial item(s) sold in substantial quantities to the general public. (List volume of sales in the last two years, specifying separately sales to general public and sales to the U.S. Government.)

MATERIALS USED FOR SURVEY ARE CATALOG PRICED.

☐ Similar to a commercial item meeting the above description. (Describe differences between established commercial item and similar item. List volume of sales to general public in the last two years of the established commercial item and list the volume of sales to the U.S. Government of the similar item during same period.)

☐ Price(s) fixed by law or regulation. (Cite applicable law or regulation.)

(c) If none of the above apply, check the box below and furnish information concerning the pricing rationale. Include data on volume of sales to both general public and to the U.S. Government over the past two years.

☒ Other.

LABOR RATE Times est. OF WORK HOURS.

NOTE: IF PROPOSAL EXCEEDS \$500,000, OFFEROR MAY BE REQUIRED TO SUBMIT CERTIFIED COST OR PRICING DATA IN ACCORDANCE WITH FEDERAL ACQUISITION REGULATION (FAR) PART 15.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
ATTN: AMSTA-AN-CT (Bldg 221)
Anniston Army Depot
7 Frankford Ave
Anniston, AL 36201-4199

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>
<http://farsite.hill.af.mil>
<http://www.procnet.anad.army.mil>
(Local Links, Reference Library, 13=DFARS, 22=FAR)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990



Member Name:
Gary V Howard
Subscriber Name:
Gary V Howard
Identification No.:
YRP709M58786
Group No.: 00060000
Plan No.: 332

Individual Blue AccessSM (PPO)

Anthem Rx Network

RX Formulary	\$15/\$30
RX Non-Formulary	50%/50%

PCP not required
Begin Date: 07/01/2005

Policyholder Service Center



GARY V HOWARD LINDA JOSELE HOWARD
Sat December 31, 2005 11:21 AM EST

Policy Period: 08/10/2005 to 02/10/2006
Policy Number: 4004516730
gv_howard@yahoo.com

Your Policy> Coverages Detail

For detailed descriptions and advice, click on the coverage name.

Coverage	Limit	Deductible	Premium
2002 JEEP WRANGLERSE - 1J4FA29P92P737124			
BODILY INJURY LIABILITY	\$250,000/\$500,000	N/A	\$41.70
PROPERTY DAMAGE LIABILITY	\$50,000	N/A	\$33.60
MEDICAL PAYMENTS	\$5,000	N/A	\$8.00
UNINSURED MOTORIST BODILY INJURY	\$250,000/\$500,000	N/A	\$11.20
UNINSURED MOTORIST PROPERTY DAMAGE	\$50,000	N/A	\$8.40
UNDERINSURED MOTORIST	\$250,000/\$500,000	N/A	\$36.00
COMPREHENSIVE	N/A	\$1,000 DED.	\$13.30
COLLISION	N/A	\$1,000 DED.	\$59.90
Vehicle Total:			\$212.10

[Change Coverage Quote](#)**1998 FORD ESCTZX2/SP - 3FAFP1135WR166047**

BODILY INJURY LIABILITY	\$250,000/\$500,000	N/A	\$41.70
PROPERTY DAMAGE LIABILITY	\$50,000	N/A	\$33.60
MEDICAL PAYMENTS	\$5,000	N/A	\$8.00
UNINSURED MOTORIST BODILY INJURY	\$250,000/\$500,000	N/A	\$9.00
UNINSURED MOTORIST PROPERTY DAMAGE	\$50,000	N/A	\$6.80
UNDERINSURED MOTORIST	\$250,000/\$500,000	N/A	\$28.40
COMPREHENSIVE	N/A	\$1,000 DED.	\$16.90
COLLISION	N/A	\$1,000 DED.	\$58.00
Vehicle Total:			\$202.40

[Change Coverage Quote](#)

Your Guide to Benefits Package



REGIONS

Visa Business Card

Effective 3/1/05

FOR QUESTIONS OR ASSISTANCE 24 HOURS A DAY, 365 DAYS A YEAR, CALL THE TOLL-FREE NUMBER ON THE BACK OF YOUR VISA® CARD, OR 1-800-VISA-911®

For questions about your balance, call the customer service number on your Visa Business card statement.

Purchase Security and Extended Protection Program

The Visa Purchase Security and Extended Protection Program automatically protects many of the new retail purchases that you make with your eligible Visa Business card. The Programs—available at no additional charge—protect your eligible purchases in two ways.

What is this protection?

Purchase Security

Purchase Security will replace, repair, or fully reimburse you up to a maximum of \$10,000 per claim and \$50,000 per cardholder for most retail goods purchased entirely with your eligible Visa Business card for the first ninety (90) days from the date of purchase in the event of loss, theft, damage, or fire.

Extended Protection

Extended Protection doubles the time period of the original manufacturer's written U.S. warranty up to one (1) full year on warranties of three (3) years or less up to a maximum of \$10,000 per claim.

Who is eligible for this protection?

To be eligible for this coverage, you must be a valid cardholder of an eligible U.S.-issued Visa Business card.

What items are covered by Purchase Security?

Purchase Security protects eligible items of personal property you purchase entirely with your eligible U.S.-issued Visa Business card.

What items are not covered?

- Animals and living plants.
- Antiques and collectible items.
- Broken items, unless damage is the result of a covered occurrence.
- Computer software.
- Items purchased for resale.
- Items that mysteriously disappear. "Mysterious Disappearance" means the vanishing of an item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.
- Items under the care and control of a common carrier (including U.S. Postal Service, airplanes, or delivery service.)
- Jewelry and watches from baggage unless hand-carried and under your personal supervision, or under the supervision of your traveling companion who is previously known to you.
- Losses resulting from abuse, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects.
- Losses resulting from misdelivery or voluntary parting with property.
- Medical equipment.
- Perishables, consumables, boats, aircraft, automobiles, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items that can be towed by or attached to any motorized vehicle.
- Real estate and items which are intended to become part of real estate.
- Traveler's checks, cash, tickets, and any other negotiable instruments.

What items are covered by Extended Protection?

Extended Protection doubles the period of repair service on many items of personal property which have a valid original manufacturer's written U.S. warranty and which you have purchased with your eligible U.S.-issued Visa Business card, up to a maximum of one (1) year.

What items are not covered?

- Boats, automobiles, aircraft, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items that can be towed by or attached to any motorized vehicle.
- Any costs other than those specifically covered under the terms of the original manufacturer's written U.S. repair warranty, as supplied by the original manufacturer, or other eligible warranty.
- Items purchased for resale.

- Real estate and items which are intended to become part of real estate.
- Computer software.
- Medical equipment.

Are gifts covered?

Yes, as long as you purchased the gift with your eligible U.S.-issued Visa Business card and it meets the terms and conditions of the applicable program.

What about purchases made outside the United States?

Purchase Security

Yes, as long as you purchased the item with your eligible U.S.-issued Visa Business card and it meets the terms and conditions of the program.

Extended Protection

Yes, as long as you purchased the item with your eligible U.S.-issued Visa Business card and the eligible item has a valid original manufacturer's written U.S. repair warranty, store-purchased dealer warranty, or assembler warranty.

Do I need to register my purchases?

No. Your eligible purchases are automatically covered.

Do I need to keep copies of receipts or any other records?

Purchase Security

Yes. If you want to file a claim, you will need copies of your Visa Business card receipt and your store receipt.

Extended Protection

Yes. If you want to file a claim, you will need copies of your Visa Business card receipt, your store receipt, and the original manufacturer's written U.S. warranty and any other applicable warranty.

How do I file a claim?

Purchase Security and Extended Protection

Call the Program Administrator at 1-800-VISA 911 (or collect at 0-410-581-9994) for Purchase Security or Extended Protection within sixty (60) days of loss or damage. *Please note: If you do not give such notice within sixty (60) days after the loss or damage your claim may be denied.* The representative will ask you for some preliminary claim information and send you the appropriate claim form. This claim form must be completed, signed and returned with all the requested documentation within ninety (90) days from the date of loss or damage.

Gift recipients of eligible items may also handle the claim process if you wish. However, the gift recipient must provide all of the documents necessary to fully substantiate the claim.

For faster filing, submit your claim online. It's easy, convenient, and available at no extra cost to eligible Visa cardholders. To submit your claim and learn more about Visa Purchase Security and the Visa Extended Protection Program go to the Visa Purchase Security and Extended Protection Program Claim Center at www.visa.com/eclaims.

What documents to I need to submit with my claim?

Purchase Security

- Your completed and signed claim form.
- Your Visa Business card receipt.
- The itemized store receipt.
- A police report (made within 48 hours of the occurrence in the case of theft), fire report, insurance claim, loss report, or other report sufficient to determine eligibility for benefits.
- A copy of your insurance declaration page, when applicable.
- Documentation (if available) of any other settlement of the loss.
- Any other documentation deemed necessary to substantiate your claim.

All claims must be fully substantiated as to the time, place, cause, and amount of damage or theft. In most cases you will be asked to send in, at your expense, the damaged item to substantiate a claim. Retain the item in the event it is requested by the Program Administrator.

(Continued on next page)

Travel and Emergency Assistance Services (Cont.)

- Emergency Transportation Assistance can help you make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This even includes arranging to bring your business associates home and staying in contact with family members or employers. In the case of a death, the Program Administrator can make arrangements to repatriate the remains. **NOTE: All costs are your responsibility.**
- Emergency Ticket Replacement helps you with the carrier's lost ticket reimbursement procedures if you should lose your ticket and can arrange delivery of a replacement ticket to you. **NOTE: All costs are your responsibility.**
- Lost Luggage Locator Service can help you through the common carrier's claim procedures or can arrange shipment of replacement items if an airline or common carrier loses your checked luggage. The Program Administrator can also arrange a cash advance with your Visa issuing bank. **However, you are responsible for the cost of any replacement items shipped to you.**

- Emergency Translation Service provides telephone assistance in all major languages and helps find local interpreters, if available, when you need more extensive assistance. **NOTE: All costs are your responsibility.**
- Prescription Assistance and Valuable Document Delivery Arrangements can help you get prescriptions filled or replaced, subject to local laws, and can even arrange pickup and delivery of prescriptions filled for you at local or nearby pharmacies. It can also help transport critical documents which you may have left at your business or elsewhere. **NOTE: All costs are your responsibility.**
- Pre-Trip Assistance can give you information on your destination before you leave—information such as ATM locations, currency exchange rates, weather reports, health precautions, immunizations, and required passport visas.

Program Provisions for Travel and Emergency Assistance Services: The program described in this Guide will not apply to Visa Business cardholders whose accounts have been suspended or canceled. The terms and conditions contained in this Program Guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Program Guide mailings, statement inserts, or statement messages.

FORM #VTEAB (03/05)

Auto Rental Collision Damage Waiver Program

What is this benefit?

Visa Business Auto Rental Collision Damage Waiver Program ("Auto Rental CDW Program") provides—at no additional charge—coverage on a 24-hour basis for damage due to collision or theft up to the actual cash value of most rental vehicles when certain terms and conditions are met. Here are answers to some commonly asked questions about the program.

Who is eligible?

You are eligible only if you are a valid cardholder whose name is embossed on an eligible U.S.-issued Visa Business card. Only you and any additional drivers permitted by the car rental agreement are covered.

What is covered?

Visa Business Auto Rental CDW Program reimburses you for the repair or replacement of covered losses to a rental vehicle while it is your responsibility and while it is being used for business purposes. Only covered vehicle rental periods which neither exceed nor are intended to exceed thirty-one (31) consecutive days are covered.

This program is primary and provides coverage up to the actual cash value of the vehicle as it was originally manufactured. However, if the rental is for personal reasons, this coverage is secondary to any valid and collectible insurance from any other source.

Most private passenger automobiles, minivans, and sport utility vehicles are covered, but some restrictions may apply. Please contact the Program Administrator to inquire about a specific vehicle.

Covered losses are:

- Physical damage and theft of the covered rental vehicle.
- Valid loss-of-use charges imposed and substantiated by the rental agency through a fleet utilization log.
- Reasonable and customary towing charges, due to a covered loss, to the nearest qualified repair facility.

What is not covered?

- Any obligation you assume under any agreement.
- Any violation of the car rental agreement or this program.
- Injury of anyone or anything inside or outside the rental vehicle.
- Loss or theft of personal belongings.
- Personal liability.
- Expenses assumed, waived, or paid by the rental agency or its insurer.
- Cost of any insurance or collision damage waiver offered by or purchased through the car rental company.
- Expenses reimbursed under your business or personal auto insurance policy.
- Loss due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband or illegal activities.
- Wear and tear, gradual deterioration, or mechanical breakdown.
- Items not installed by the original manufacturer.
- Loss due to off-road operation of the rental vehicle.
- Loss due to hostility of any kind (including, but not limited to, war, invasion, rebellion, or insurrection).
- Confiscation by authorities.
- Vehicles that do not meet the definitions of covered vehicles.
- Rental periods that either exceed or are intended to exceed thirty-one (31) consecutive days.
- Leases and mini leases.

- Loss or damage as a result of the cardholder's lack of reasonable care in protecting the rental vehicle before and after damage occurs (for example, leaving the vehicle running and unattended).
- Losses reported more than twenty (20) days[†] from the date of loss.
- Losses for which a claim form has not been received within ninety (90) days[†] from the date of loss.
- Losses for which all required documentation has not been received within 365 days from the date of loss.
- Losses from rental transactions that originated in Israel, Jamaica, or the Republic of Ireland or Northern Ireland.

How do I activate this coverage?

For coverage to be in effect, you must:

- Initiate and complete the entire rental transaction with your eligible Visa Business card, and
- Decline the car rental company's collision damage waiver (CDW/LDW) option, or similar provision, if offered by the car rental company.

Helpful hints:

- Check the rental vehicle for prior damage before leaving the rental lot.
- Review the car rental agreement carefully to make sure you are declining CDW/LDW, and also, to familiarize yourself with the terms and conditions of the car rental agreement.

What if the car rental company insists that I purchase the car rental company's car insurance or collision damage waiver?

Call the Program Administrator at 1-800-VISA-911 for help. If you are outside the United States, call collect at 0-410-581-9994.

When and where am I covered?

This coverage is available on a 24-hour basis in the United States and most foreign countries. No coverage is provided for motor vehicles rented in Israel, Jamaica, or the Republic of Ireland or Northern Ireland. Additionally, coverage is not available where precluded by law or in violation of the territory terms of the rental agreement, or where prohibited by individual merchants. Because regulations vary outside the United States, we recommend you check with your car rental company and the Program Administrator before you travel to make sure your Visa Business Auto Rental CDW Program will apply. Coverage is in effect while the rental vehicle remains in your control or in the control of a person permitted to operate the rental vehicle in accordance with the rental agreement between you and the car rental company. Coverage terminates when the car rental company re-assumes control of the rental vehicle.

What type of coverage is this?

Visa Business Auto Rental CDW Program is primary coverage.

In other words, when your rental is primarily for business purposes, you do not have to claim payment from any source of insurance before receiving coverage under the program.

However, if you are on a personal trip and you use your Visa Business card to rent a covered vehicle, your personal insurance would be primary coverage. In this case, the Visa Business Auto Rental CDW Program would be secondary coverage and would pay only for the outstanding deductible portion or other charges not covered by your primary automobile insurance policy. If you do not carry personal automobile insurance, Visa Business Auto Rental CDW Program coverage is primary.

[†] Not applicable to residents of certain states.

(Continued on next page)

Auto Rental Collision Damage Waiver Program (Cont.)

What types of rental vehicles are not covered?

Excluded worldwide are: expensive, exotic, and antique automobiles; certain vans; trucks; motorcycles, mopeds, and motorbikes; limousines; and recreational vehicles.

Examples of excluded expensive or exotic automobiles are the Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, and Rolls Royce. However, selected models of BMW, Mercedes-Benz, Cadillac, and Lincoln are covered.

An antique automobile is defined as any vehicle over twenty (20) years old or any vehicle that has not been manufactured for ten (10) years or more.

Coverage is provided for only those vans manufactured and designed to transport a maximum of eight (8) people and which is used exclusively to transport people.

If you have any questions regarding a specific vehicle, call the Program Administrator at **1-800-VISA-911**. If you are outside the United States, call collect at 0-410-581-9994.

What do I do if I have an accident or the rental vehicle is stolen?

Immediately call the Program Administrator at **1-800-VISA-911** to report the loss. If you are outside the United States, call collect at 0-410-581-9994. The Program Administrator will answer any questions you or the car rental agency may have and will then send you a claim form.

All claims must be reported immediately following the loss, but in no event later than twenty (20) days[†] following the date of the loss. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Program Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss.

What do I need from the car rental company in order to file a Visa Business Auto Rental CDW Program claim?

At the time of the accident, or when you return the rental vehicle, immediately ask your car rental company for:

- A copy of the Accident Report Form and claim document, which should indicate the costs you are responsible for and any amounts that have been paid toward the claim.
- A copy of the initial and final car rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.

How do I file a claim?

You, the cardholder, are responsible for reporting your claim to the Program Administrator within twenty (20) days[†] of the date of loss, or your claim will be denied. Notice to any other party will not suffice. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Program Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss.

Complete and sign the claim form you receive from your call to the Program Administrator, then mail the following documentation to the Program Administrator:

- The completed and signed Visa Business Auto Rental Collision Damage Waiver Program Claim Form. Your completed claim form must be postmarked within ninety (90) days[†] of the loss, even if all other required documentation is not yet available, or your claim will be denied.
- A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was charged and paid for with your eligible Visa Business card.
- A written confirmation from your employer that the rental was primarily for business purposes.
- If the rental was for personal use, enclose a statement from your insurance carrier showing the costs you are responsible for and any amounts that have been paid toward the claim. Or, if you have no other applicable insurance, please provide a notarized statement to that effect.
- A copy of the declaration page from your primary automobile insurance carrier if the rental was for personal use.

Enclose all the documents you received from the car rental company:

- A copy of the Accident Report Form.
- A copy of the entire auto rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.
- Any other documentation deemed necessary by the Program Administrator to substantiate the claim.

For faster filing, submit your claim online. It's easy, convenient, and available at no extra cost to eligible Visa Business cardholders. To submit your claim and learn more about the Visa Business Auto Rental CDW Program go to the Visa Business Auto Rental CDW Program Claim Center at www.visa.com/ecclaims.

If you experience difficulty in obtaining all the required documents within ninety (90) days[†] of the date of loss, just submit the claim form and any documentation you already have available. **NOTE:** All remaining documents must be postmarked within 365 days of the date of loss.

Do I have to do anything else?

Usually not. Under normal circumstances, the claim will be paid within fifteen (15) days after the Visa Business Auto Rental CDW Program Administrator has received all documentation necessary to fully substantiate your claim.

However, after the Program Administrator has paid your claim of loss, all your rights and remedies against any party in respect of this loss will be transferred to the Program Administrator to the extent of the cost of the Program Administrator's payment to you. The Program Administrator shall then be entitled at its own expense to sue in your name. Should this occur, you must give the Program Administrator all assistance as the Program Administrator may reasonably require to secure its rights and remedies including the execution of all documents necessary to enable the Program Administrator to bring suit in your name.

[†] Not applicable to residents of certain states.

Program Provisions for Auto Rental CDW Program: You must make every effort that would be made by a reasonable and prudent person to protect the Rental Vehicle from damage or theft. This provision will not be applied unreasonably to avoid claims.

If you make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and your benefits may be canceled.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Program Administrator within twelve (12) months of the date of damage or theft.

The Visa Business Auto Rental CDW Program is a service provided to eligible Visa Business cardholders in accordance with the policy underwritten by Indemnity Insurance Company of North America. Coverage is subject to the terms and conditions outlined and includes certain restrictions, limitations, and exclusions. This Program Guide is not a policy of insurance. In the event of any conflict between the description of coverage in this Guide and the policy, the policy will govern. The policy is on file at the offices of Visa U.S.A.

The program described in this Guide will not apply to Visa Business cardholders whose accounts have been suspended or canceled. No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. After the expiration of two (2) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this coverage. Further, no legal action may be brought against us unless all the terms in this Program Guide and policy have been complied with fully.

The terms and conditions contained in this Program Guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Program Guide mailings, statement inserts, or statement messages.

Visa and/or your Financial Institution can cancel or non-renew the coverage, and if we do, we will notify you at least thirty (30) days in advance. If the insurer non-renews or cancels any coverages provided to eligible Visa Business cardholders, you will be notified within 30-120 days before the expiration of the policy. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. Auto Rental CDW Program coverage will still apply to vehicle rentals commenced prior to the date of such cancellation or non-renewal provided all other terms and conditions of coverage are met.

FORM #VBCDW01 (03/05)

Whenever you need emergency service or answers, call the **Program Administrator**, 24 hours a day, 365 days a year.
For calls outside the United States, call collect at 0-410-581-9994.

1-800-VISA-911
(1-800-847-2911)

VISA

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE: 03/11/2005

PRODUCER

PERFORMANCE INS. SERVICES, INC.
P.O. BOX 913
CICERO, IN 46034
317-984-5580 317-984-3368

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: THE HARTFORD

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

HOWARD ENGINEERING

GARY HOWARD

13572 Avista Dr
Tampa, FL 33624

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS	CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	36 5B4316MA	3/11/05	3/11/06	EACH OCCURRENCE \$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
						PERSONAL & ADV INJURY \$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JCT <input type="checkbox"/> LOC				PRODUCTS - COMPROP AGG \$2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO-ONLY: BRACE \$
						AD&D \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STAT. <input type="checkbox"/> TORT LIMITS <input type="checkbox"/> POLY. <input type="checkbox"/> E&P
		ANY PROPRIETOR/SHARED/JOINT OFFICER/OWNER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER RAISED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUING, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L05000085609
FILED 8:00 AM
August 30, 2005
Sec. Of State
jbryan

Article I

The name of the Limited Liability Company is:

HOWARD ENGINEERING CO. LLC

Article II

The street address of the principal office of the Limited Liability Company is:

13572 AVISTA DRIVE
TAMPA, FL. US 33624

The mailing address of the Limited Liability Company is:

13572 AVISTA DRIVE
TAMPA, FL. US 33624

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL. 32301

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: LAURA R. DUNLAP

Article V

The name and address of managing members/managers are:

Title: MGRM
GARY V HOWARD
13572 AVISTA DRIVE
TAMPA, FL. 33624 US

L05000085609
FILED 8:00 AM
August 30, 2005
Sec. Of State
jbryan

Signature of member or an authorized representative of a member

Signature: GARY V. HOWARD